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The Solicitors' Journal.

LONDON, JULY 27, 1872.

THE SELECT COMMITTEE of the House of Lords appointed to consider the question of a Supreme Court of Appeal has made its report, and it thereby suggests a scheme differing from that proposed by the House of Commons in the bill on which we commented some time ago. The proposals of the committee are so far more satisfactory than those of the bill, that they do not propose to interfere with the Court of Appeal in Chancery, and they are, in our judgment, so far more objectionable than the bill, that they purport still to keep up the fiction of a divided jurisdiction, some of the orders of the New Court being to be entered as Orders in Council and others as Orders of the House of Lords.

The differences between the present proposals and those of the bill are shortly as follows:—The office of Lord Chancellor of Ireland is added to those qualifying for the post of salaried member, the distinction between the two divisions of the Court is abandoned, and a kind of hear-say title—not to be a peerage, but something in the nature of the titles assumed by the Lords of Session in Scotland—is to be conferred on the judges of the court who are moreover to be, as of course, sworn in of the Privy Council.

A proposal that one of the salaried members should always be selected from the Irish, one from the Scotch, and one from the Indian Judicial Bench, was unfortunately negatived; though out of so small a number as four, it would not improbably be inconvenient to appropriate specifically so large a proportion of the vacancies, but this is an objection rather to the limitation of number than to the principle of representation involved in the proposition.

It is also proposed to fix the salaries of the salaried members at £7,000 a-year; why, we cannot understand. At present the Lords Justices of Appeal have but £6,000, and the salaried members of the Judicial Committee but £5,000, and we think that a proposal to make the Master of the Rolls permanent Vice-President of the Court, without any other judicial duties, and with a salary of £7,000, and to give £6,000 each to the remaining salaried members, who should certainly not be less than four (we should say not less than seven) in number, would be much more efficient, and not much more expensive, than that adopted by the Committee.

The Committee adheres to a quorum of three for each division of the Court; we have already given our reasons for thinking seven preferable. The proposal to insist on the presence of one or more salaried members on every occasion was negatived, and rightly, we think; for whatever there might be to be said in favour of a condition that the Lord Chancellor or the Vice-President of the Court should always form one of the sitting members, there can be no reason for placing the salaried members as a body in a position superior to that of the ex-officio members. In fact, having regard to the qualifications of these latter, *they* are, if anyone, entitled to precedence of place. In other respects the present proposition seems to us open to all the observations, favourable or otherwise, which we thought it our duty to make on the Lord Chancellor's bill.

We hope shortly to revert to this subject somewhat more in detail.

THE QUESTION whether the various Corrupt Practices Acts impose upon the Attorney-General a statutory duty to institute prosecutions against any persons reported by an election judge as guilty of the corrupt practice defined as "undue influence" was shortly discussed in the House of Commons on Tuesday night. It is not a question of very great practical importance, because nothing can be clearer than that the Attorney-General has full power to institute the prosecutions, whether the statutes impose the duty on him or not. Mr. Butt indeed suggested on Tuesday night that this was not so, but he was speaking hastily, and before speaking again on Thursday he had apparently discovered his mistake. No resolution of the House or any other proceeding could possibly be required to justify the Attorney-General in instituting a prosecution for any criminal offence, although no doubt resolutions have frequently been passed, with the same object as that with which the statute of 1863 was passed, viz., to secure that that should be done which might and indeed ought to be done without any such prompting.

No reasonable doubt can, however, be entertained as to the law officers being right in the view they take, that undue influence is now placed, as regards their duty to prosecute, in the same category with bribery, and treating. The 9th section of the statute of 1863 provided that a report of an election committee, or of a commission of inquiry, by which persons were reported by name as guilty of bribery or treating should, with the evidence on which such report was founded, be laid before the Attorney-General, with a view to his instituting a prosecution against such persons if the evidence should in his opinion be sufficient to support a prosecution. It will be seen that this enactment really provides little more than that the matter should come before the Attorney-General. It rather recognises his duty to prosecute on behalf of the Crown for offences to which his attention is officially called, than expressly imposes it. Still the result is clear that an Attorney-General before whom such a report had been laid could not without disregarding his duty decline to prosecute persons reported guilty of bribery or treating, on any other ground than that in his opinion the evidence was insufficient. It is noticeable, with a view to the construction of the subsequent Act, that neither by the Act of 1863 nor by any prior Act had undue influence been defined as a corrupt practice. The offence was created by the Act of 1854. Penalties and disqualifications were imposed on persons guilty of it, but it was not treated as "corrupt," and there was no obligation on any election committee or commission to return the names of persons guilty of it. In the Act of 1868 it is, however, expressly included in the definition of corrupt practices, and the judge who tries an election petition being directed to return the names of all persons found guilty by him of any corrupt practice is of course bound to return the names of those guilty of undue influence. Then the 16th section of the Act of 1868 (introducing into it the definition of "corrupt practices" from section 2) says that the report of a judge in respect of persons guilty of bribery, treating, or undue influence shall, for the purposes of the prosecution of such persons in pursuance of section 6 of the Act of 1863, have the same effect as the report of a committee that certain persons have been guilty of bribery and treating. After this how is it possible to entertain a doubt as to undue influence being put on the same

footing as bribery and treating. so far as the duty of the Attorney-General to prosecute, is concerned? It is true that the marginal note of the section does not fully give its force, but marginal notes are no part of the statute, and where inconsistent with the statute must, of course, be disregarded. Here, however, the marginal note is not inconsistent, but merely incomplete.

The debate of Thursday night raised no questions of law, but related to a subject of the highest interest to the legal profession, viz.—the dignity and independence of the judicial bench. The course taken by the Government hitherto had indicated a certain amount of irresolution which left us in doubt whether they would do their duty in maintaining to the uttermost that dignity and independence. Even the stress laid on Tuesday evening on the statutory duty of prosecuting to which we have been referring seemed to indicate a wish to have it understood that there would have been no prosecutions but for that statutory duty. The speech of the Attorney-General has, however, dispelled these doubts. It was perhaps necessarily characterised by more official reserve and moderation than the vigorous speech in which Mr. Henry James vindicated Mr. Justice Keogh from the charges made against him, but it was highly satisfactory in its tone, and completely answered Mr. Butt and his supporters. The debate of Thursday will have greatly increased the rapidly-rising-reputation of Mr. James in the House, and will also maintain the high reputation which the Attorney-General once indisputably held, but which of late had appeared slightly on the wane.

From the frequency with which it happens that parties who wish to appeal from a decision pronounced in a county court find themselves without any authentic record whatever of what took place below, it would seem that, notwithstanding the magnitude of the causes which are now submitted to them, a considerable number of the judges of those courts think it no part of their duty to take intelligible notes. There are therefore no materials for an appeal, and we are then gravely told that the rarity of appeals shows how well satisfied suitors are with the decisions pronounced. In a recent case in the Court of Admiralty (*The Busy Bee*, 20 W. R. 803), in which an appeal was brought from the Northumberland district in a cause of damage between two vessels, there was no record of the reasons of decision, nor were there any notes of the evidence which were of any service; and the court of appeal were compelled to allow of the evidence being taken afresh. An Admiralty rule has been framed which enjoins that in causes where there is likely to be an appeal a shorthand note shall be taken of the evidence. But the rule is burdened with a difficulty as to costs, and there seems no reason why county court judges should refuse the task to which judges of the superior courts universally submit themselves. It need scarcely be said that a judge who has no materials to guide his memory will naturally state such facts as are suggested by the conclusion which he has reached.

It was decided, a short time since, by Mr. Registrar Spring Rice, as Chief Judge in Bankruptcy (in *Re Hatton*, 16 S. J. 574) that where a debtor has petitioned the Court for liquidation by arrangement or composition, and the creditors have resolved to accept a composition, payable by instalments, the payment of the instalments being in no way secured, if the debtor makes default in payment of an instalment at the time appointed, the only remedy of the creditors is to apply to the Court of Bankruptcy under the provisions of section 126 of the Act to enforce the payment of the composition, but that they have no right to bring an action against the debtor to recover their original debts, and an order was made restraining by injunction an action for that purpose which had been brought by a creditor. An appeal from this decision was heard by the Lords' Justices on Thursday, when the Registrar's order was discharged, and the creditor was left at liberty to proceed with his action. Their Lordships said that the only effect of the Act was to enable a certain majority of the creditors to bind the whole body, and that the matter stood in exactly the same position with regard to the substance of the resolution as if it had been passed with the actual assent of each creditor. If the creditors by their resolution chose to make the actual payment of the composition a condition precedent to the discharge of the debtor from the original debts, they could do so, and then, if the composition was not paid at the time appointed, the creditors would be remitted to their original rights. If the composition was not paid at the appointed time, by reason of some unavoidable accident, of course the Court would be able to relieve the debtor from the effect of this delay. Moreover, if the creditors chose to do so, they might resolve to accept the agreement to pay the composition as a satisfaction of their debts. This would be a question of the construction of the resolution, but there was nothing in the Act to prevent non-payment of the composition from having the effect of remitting the creditors to their original rights. The power given by section 126 to the Court to enforce the provisions of a composition was only intended as an additional security to the creditors. This decision appears to conflict with that of the Chief Judge in *Ex parte Hemingway*, *Re Howard* (20 W. R. 572), but there was in that case this difference, that though the composition had not been tendered to the creditor who had commenced his action, yet there had been no refusal to pay it, and the money was, in fact, ready for him, while in *Re Hatton* the creditor had made frequent applications for some months for the second instalment of his composition before he brought his action. The Lords Justices, however, followed and approved of a decision of the Court of Common Pleas in the case of *Edwards* v. *Coombe* (not yet reported). There, to an action upon a bill of exchange, the defendant pleaded a resolution duly passed by his creditors to accept a composition of 15s. in the pound. The plaintiff replied that the composition was not offered or paid to him before suit. On demurrer the Court held that the replication was a good answer to the plea, because the payment or offer to pay the composition was the condition upon which the debt was to be satisfied. This point is one of considerable importance in practice.

The Society of County Court Judges have addressed, by the hand of Mr. Wheeler, their president, a letter of remonstrance to the Treasury against the new Treasury minute (which we noticed last week) relating to the judges' travelling expenses. After stating that they had thought the matter had been satisfactorily disposed of by the discussion in the House of Commons on June 17th, and Mr. Henry James' clear explanation on that occasion, in which view they were fortified by the statement made to the House on the same occasion by the Secretary to the Treasury, and the fact that the opponents of the vote did not press a division, the society point out that if this minute should take effect all arrangements made by the judges will be subverted, and each judge placed in a position of doubt and perplexity as to the future. The letter continues:—

"Wherever he may now reside, it is required of him in effect, upon pain of the disallowance of just and reasonable travelling expenses, that, at whatever inconvenience and cost to himself, he should change his residence to that part of his circuit which, in the Treasury view, may be the most convenient; and henceforth his Courts must be held, not as the statute provides in the order that he may think best in the public interest, but in the order that the Treasury may prescribe with a view to economy in travelling expenses."

This is to the point. As we observed last week, the Treasury have nothing to do with the arrange-

ment of the business on the circuits. That, so far as it is not fixed by statute, is a matter for the individual judges, subject to the supervision, if necessary, of the Lord Chancellor. And the principle upon which each circuit is to be arranged is that of consulting the convenience of the population of the district, not that of scraping the judges' railway fares to a minimum. Nor, as the letter states—

"Can it have ever been intended that the position of county court judges and the public respect which their office ought to command should be compromised by recurring discussions of financial questions, affecting not only their salaries, but ranging over the minutest details of circuit expenditure."

The letter we have been noticing suggests, in conclusion, that any change in existing arrangements is premature, inasmuch as the county court system in its entirety must come under the early review of Parliament in connexion with the forthcoming report of the Judicial Committee. There is much of truth in what the Society of County Court Judges thus urge; but we think they might have taken higher ground than they do, and instead of entering into a correspondence with the Treasury in which they partly put the matter on a ground of "vested interests," have contented themselves with representing to the Lord Chancellor (and not to the Treasury) the irrelevancy and impertinence of the Treasury scheme and its *raison d'etre*.

ALTHOUGH THE BALLOT BILL became law only on Thursday week, it appears that a municipal election has already fallen under its provisions, at Boston, in Lincolnshire. The provisions of the new system, however, appear not to have been very well comprehended at Boston, if the newspaper reports are correct; since it is stated, amongst other things, that voters were directed to *sign* their papers before folding them.

As regards municipal elections, a bill is now before the Legislature, which may or not become law, providing a machinery for deciding disputed municipal elections. At present such questions can only be tried by *quo warranto*, which, in most cases where the question is really as to the manner of carrying out the election, amounts to their being practicably untriable, The bill, if passed, will substitute, not indeed an election judge, but an election barrister, who, however, is not to be a circuiteer or a reviser within the district.

THE RIGHT OF PETITIONING PARLIAMENT is a Constitutional privilege which cannot be pronounced other than valuable; the contrary, at any rate, would be disastrous. As matters go, however, few documents are more worthless than petitions to Parliament, excepting, perhaps, those which emanate from select bodies, such, for instance, as the Incorporated Law Society, whose constitution entitles them to respect, and who give good reasons for what they urge. When we see half a column or so of *The Times* occupied by the mere list of petitions emanating from this, that, or the other locality, for or against this, that, or the other measure, we all know very well that this means little more than that a certain number of busybodies have canvassed vigorously about the country, and have induced a certain larger number of individuals to consent either to write their names or to make some other mark on paper. In the case of a petition lately presented to the House of Commons from Manchester, praying for an alteration in one of the provisions of the Licensing Bill, it was discovered after the presentation of the petition that it purported to be signed by Prince Bismarck and other personages, who were decidedly unlikely to have signed it, not to mention King Louis Philippe and some other public characters who are dead. This, which does not say much for the care bestowed on the reception of signatures, reminds us of the Chartist petition, which purported to have been signed many times over by the Duke of Wellington, Lord Brougham, Colonel Sibthorp, and even by the Queen herself, besides a host of apocryphal personages. A few weeks ago a petition respecting an alleged metropolitan grievance lay for several days for signature on open tables in the Waterloo road, and at the Waterloo Railway Railway Station, and some persons passing morning and evening to and from the station appeared to derive considerable satisfaction from attaching a signature on each occasion. But even such signatures as these are just as valuable as those of that large class of persons who sign any petition offered them.

IN THE CASE of *Hext* v. *Gill*, noticed in our article on Mines and Minerals, *ante* p. 670, the Lords Justices have reversed the decision of the Court below. Their Lordships held that in that case the reservation of "mines and minerals" must be taken to include china clay, but not the right of getting it so as to injure the surface. The judgment, which will be reported in due course, will have an important bearing on questions of surface-owners' rights.

AN UNEXPECTED RESULT OF THE NATURALISATION ACT, 1870.

On a former occasion (14 S. J. 888) we gave a general account of the provisions contained in the Naturalisation Act, 1870. We desire now to point out some unforeseen alterations which it appears to have produced in the law of property. These alterations, which have recently cropped up in the course of investigating the title to some real estate, appear to have formed no part of the intention of the Legislature when passing the Act.

Before we proceed to this discussion let us consider the position of an alien before the Act was passed. No alien could acquire real estate by act of law, or by descent, curtesy, or dower; and although an alien could take real estate by purchase, or by a will, feoffment, or deed, he could not hold it, and the Crown, formerly after inquisition and office found but latterly under 22 & 23 Vict. c. 21, s. 25 without the necessity for having inquisition taken or office found, could enter on the lands and hold them for the estate vested in the alien. The rule was subject to the exception that a subject of a friendly state might take and hold property for the purposes of his own residence or business for a term not exceeding twenty-one years. By various Acts of Parliament the children of a male British-born subject, or his son, are with certain exceptions to be considered as natural-born subjects, and by 7 & 8 Victoria, c. 66, the child born of a British mother out of the Queen's dominions was entitled to hold land. An alien who had received letters patent of denization, or had become naturalised by virtue of a private Act of Parliament, or had received a certificate of naturalisation, and had taken the oath of allegiance under 7 & 8 Vict. c. 66, might hold land.

In this state of things the Naturalisation Act, 1870, was passed; the object of the Act, so far as property was concerned, was to place an alien on the same footing as a British subject, so that he might be able for the future to acquire land by descent and purchase and hold it for his own benefit. It appears to have escaped the notice of Parliament that the effect of the Act is to render certain persons aliens, and thus to make them forfeit their existing interests in land.

The 1st section enacts that—

"Real and personal property of every description may be taken, acquired, held and disposed of by an alien, in the same manner, in all respects, as by a natural-born British subject." . . . "Provided" . . . "3rd. That this section shall not affect any estate or interest in any real or personal property to which any person has or may become

entitled, either mediately or immediately, in possession or expectancy, in pursuance of any disposition made before the passing of this Act, or in pursuance of any devolution by law, on the death of any person dying before the passing of the Act."

By the 10th section the following enactments are made with respect to the national status of women and children :—

(1) "A married woman shall be deemed to be a subject of the state of which her husband is for time being a subject."

(2) "A widow, being a natural-born British subject, who has become an alien by, or in consequence of her marriage, shall be deemed to be a statutory alien, and may as such at any time during widowhood obtain a certificate of re-admission to British nationality in manner provided by this Act,"

(3) "Where the father, being a British subject, or the mother being a British subject and married becomes an alien in pursuance of this Act, every child of such father or mother who during infancy has become resident in the country where the father or mother is naturalised, and has according to the laws of such country become naturalised therein, shall be deemed to be a subject of the state of which the father or mother has become a subject, and not a British subject."

(4) "Where the father, or the mother being a widow, has obtained a certificate of readmission to British nationality, every child of such father or mother who during infancy has become resident in the British dominions with such father or mother, shall be deemed to have resumed the position of a British subject to all intents."

(5) "Where the father, or the mother being a widow, has obtained a certificate of naturalisation in the United Kingdom, every child of such father or mother who during infancy has become resident with such mother or father in any part of the United Kingdom shall be deemed to be a naturalised British subject."

Aliens who held land at the time of the passing of the Act must have fallen under one or other of the following classes of persons :—

(1) Persons who had been naturalised, or had received letters of denization.

(2) Children born out of her Majesty's dominions of a mother being a natural-born subject of the United Kingdom.

The rights of persons of either of these classes appear not to have been interfered with by the passing of the Act; the status of persons of the first class is not altered, and although the Act (7 & 8 Vict. c. 66), under which persons of the second class held land, was repealed by the Naturalisation Act, 1870, it was expressly declared that the repeal should not affect any right acquired or thing done before the passing of the Act (see section 18). It would appear, therefore, that the rights of persons of the second class are not altered—we say appear—as a doubtful case may be suggested; it is, perhaps, possible that such a person may acquire within the words of the 3rd proviso to the 2nd section of the Act "an estate or interest, in pursuance of a disposition made before the passing of the Act," which does not fall within the saving clause of the 18th section. It is difficult to see why the words employed in the two provisoes are different, unless they were really intended to mean different things.

It has been decided in *Sharp* v. *St. Sauveur* (20 W. R. 267, L. R. 7 Ch. App. 343, that the 2nd clause of the Act is not retrospective so as to enable an alien to hold real property to which he had become entitled under the will of a testator who died before the Act was passed.

Let us now consider the case of British subjects who become aliens by virtue of the Act. They can acquire real property by virtue of a dispensation made, or devolution by law on the death of a person dying, after the passing of the Act; the question, however, arises, what is their position with respect to the real property to which they were entitled, either in possession or remainder, at the time when the Act passed, and in considering these questions it is important to remember that there is no general saving clause in the Act.

The only manner in which an alien becomes entitled to hold land under the Act is by virtue of the 2nd section, or by naturalisation, the results of which we do not propose to discuss. Any person who at the time when the Act was passed possessed any estate or interest in land—either in possession or expectancy—must have become possessed of it by virtue of a disposition made, or the devolution by law on the death of a person dying, before the passing of the Act, so that on his becoming an alien he fell within the 3rd proviso to the 2nd section; he is an alien of the excepted class to whom no rights are given, and is, therefore, unable to hold his land.

The persons who become aliens by virtue of the Act are,—

First, those who voluntarily become aliens; these consist of (a) naturalised aliens, who divest themselves of their status as British subjects, (b) persons who at birth became subjects of her Majesty and of some foreign State, who make a declaration of alienage; and (c) persons who while in any foreign state become naturalised there, and neglect to make a declaration of British nationality. Second, those who *ipso facto* become aliens—viz., natural-born British women who have married aliens. Third, those who may become aliens by virtue of circumstances over which they have no control: these are children under section 10, subsection 3.

While persons who voluntarily become aliens have only themselves to thank if they forfeit their property, it is hardly conceivable that the Legislature should have intended that the question—whether they should do so should depend upon whether their property had or had not been acquired under a disposition made, or devolution on the death of person dying, before or after the passing of the Act.

The case of married women and children is particularly hard. Take the case of real estate being put into strict settlement on the marriage before the Act of a woman, a British-born subject, with an alien. Her interests under the settlement and those of her children are interests to which she and they become entitled "by virtue of a disposition made before the passing of the Act," and although there is some reason to believe that the interests of children born before the passing of the Act may be saved, owing to the 1st saving clause to the 18th section, as they had acquired rights before the passing of the Act, by virtue of their being children of a British mother; still, the interests of such of them as are born after the passing of the Act have no such protection, and it appears as if they and their mother would forfeit all their interests under the settlement.

Similar remarks apply to the case of the wife of a British subject who becomes an alien, and to the children who, during infancy, become resident in and naturalised in a country where their father becomes naturalised.

We put forth these remarks with some hesitation; we are conscious that the constructions which we are forced to put upon the Act will, if correct, produce serious consequences to innocent and helpless people; we know, therefore, that the Courts will strain all their ingenuity to put a different construction on the Act, but we fear that they will not succeed in so doing. There seems to be a case for the interposition of the Legislature.

Since the above remarks were written it has been proposed to insert in a bill now before Parliament the words following :—"Nothing contained in the Naturalisation Act, 1870, shall deprive any married woman of any estate or interest in real or personal property to which she may have become entitled previously to the passing of that Act or affect any such estate or interest to her prejudice." The reader will see that the clause proposed is wholly inadequate. It ought to provide for the case of every person who has been or shall be rendered an alien by virtue of the Naturalisation Act, 1870.

MINING STIPULATIONS.

The effect of every well-drawn colliery lease, according to Vice-Chancellor Malins, in *Simpson* v. *Ingleby*, (20 W. R. 567), is to give the lessee the right to work all the coal he can get during the term upon payment of the stipulated tonnage or royalty. In other words, it is a sale of so much of the coal under the land demised as the lessee raises during the continuance of the term. As an inducement to the lessee to work the coal, a fixed minimum rent is usually reserved, while the interests of the lessor are secured, as far as practicable, by the reservation of a royalty, and by stipulations as to proper working.

The lessee ought to stipulate that he shall be at liberty to surrender the lease if no coal be found, or no coal within a certain depth, or so soon as all the marketable coal shall have been exhausted. The fact that owing to a "fault" in the strata no coal exists under the demised premises is no ground for avoiding a lease of a mine, although the fact of the coals having been already got, unknown to the parties, may be (*per* Wood, V.C., in *Ridgway* v. *Sneyd*, Kay, 647, 2 W. R. Ch. Dig. 33). Every mining lease, in fact, is granted in ignorance of what may be got, and the parties make terms accordingly: (*Mellers* v. *Duke of Devonshire*, 16 Beav. 252).

It follows that the lessee of a coal mine will be liable under his covenant in that behalf to pay the fixed minimum rent during the term, unless he stipulate to the contrary, although there may be no coal under the demised premises, or such coal only as it does not pay to work (*Ridgway* v. *Sneyd*, *sup.*). A bill by lessee to be relieved from his rent on the ground of a deficiency in the coal, was held demurrable in *Mellers* v. *Duke of Devonshire* (*sup.*). So, where lessee covenanted to pay a tonnage rent on all coal raised, not exceeding 13,000 tons, *or* a fixed rent of equal amount to the tonnage rent on 13,000 tons, it was decided, on the mine becoming exhausted, that the existence of coal was not a condition precedent to payment of the rent, and that such rent was payable, although no coal remained to be got (*Marquis of Bute* v. *Thompson*, 13 M. & W. 487). Where, indeed, the lessee covenanted to work the mine, and, in respect of the produce a certain royalty was payable to the lessor, the Master of the Rolls (Kenyon), on the coal becoming so far exhausted that no more could be got, except at a ruinous expense, relieved the lessee from the obligation of continuing to work the mine, on terms of his paying the lessor for all the coal remaining in the mine (*Smith* v. *Morris*, 3 Bro. C. C. 311). The *ratio decidendi* in *Smith* v. *Morris* was, that it was just that the lessor should be restrained from suing on the lessee's covenant to work the mine when the lessee offered him the value of all the coal remaining in the mine, *i.e.*, all the lessor could by any possibility be entitled to, if the lessee continued to work the mine until the end of the lease. Where, however, a fixed rent was reserved, in addition to a royalty on all coal got, and the lessee found that he could not continue the working except at a ruinous expense, the Court refused to relieve him from payment of the fixed rent, though he made the same offer as was made in *Smith* v. *Morris*, viz, to pay for the whole of the coal that was under the land (*Phillips* v. *Jones*, 9 Sim. 519), for the Court could not relieve him from a positive covenant to pay that rent during the term, whether the mine was worked or not, any more than after a house is burned down it can relieve the lessee from payment of the rent (*Leeds* v. *Cheetham*, 1 Sim. 146). In a similar case (*Ridgway* v. *Sneyd*, *sup.*), Wood, V.C., drew the distinction between an action on the covenant to pay the rent, and an action on the covenant to work the mine; intimating that if the action had been brought on the covenant to work the mine, he might have stayed it in consideration of the lessee paying for the remaining coal, on the principle of *Smith* v. *Morris* (*sup.*), although he had no power to stay an action for rent.

The object of the minimum fixed rent is to induce the lessee to work the coal, as has been already pointed out. Where there is no express obligation to work the coal in any particular manner, the lessee will not be compelled to sink a shaft for that purpose, even though it is doubtful whether any other mode of working was authorised by the lease (*James* v. *Cochrane*, 8 Ex. 555). Generally speaking, however, the lessee covenants to work the coal in a particular manner. It has often become the duty of the Court to construe such agreements. In a case where the lessee covenanted to pay £300 per acre of main coal, and £100 per acre of rough coal, by yearly payments of not less than £150 for main coal, and £50 for rough coal, with a proviso that in case the whole of the coal, so far as the same could be fairly wrought, should have been gotten at any time before the expiration of the term, and the coal so fairly wrought should have been paid for, then the rent was to cease, it was held that the question whether such coal could be fairly wrought did not depend upon whether it could be wrought at a profit or not, or whether any such coal was worth working; but, assuming that coal of the same description could be properly worked, whether, according to miners' usage, the coal in question could be worked without extraordinary difficulty and expense (*Griffiths* v. *Rigby*, 5 W. R. C. L. Dig. 165, 1 H. & N. 237). So, where the agreement was that the lessee should work the mine so long as it should be fairly workable, Coleridge, J., held at Nisi Prius that the lessee was not obliged to go on working at a dead loss, or so long as there was coal to be found (*Jones* v. *Sheard*, 7 C. & P. 346).

In another case, where a fixed rent was reserved whether the mines were worked or not, together with a royalty on every ton of coal raised, and the lessee covenanted to work the mine in "a proper and workmanlike manner," the Court held on demurrer that the lessee was not liable under his covenant for not having worked the mine at all, for the subject matter of the demise was not all the mines under the land, but only all such as should be discovered or opened (*Pairrington* v. *Arthur*, 10 M. & W. 335). Where the plaintiff agreed to grant a lease for 21 years, and the only rent reserved depended on the amount of coal raised. Lord Romilly, M. R., thought that upon the true construction of the agreement the lessee was bound to commence working immediately and to proceed continuously. (*Sharp* v. *Wright*, 28 Beav. 150).

In *Wheatley* v. *Westminster Brymbo Colliery Company*, (18 W. R. 182, L. R. 4 Eq. 538) there was a minimum fixed rent, together with a royalty, and the lessee covenanted to work the mine uninterruptedly, efficiently, and regularly, according to the usual or most improved practice. Vice Chancellor Malins held that there was no obligation upon the lessees to sink pits, although that might be the most efficient mode of working, and that so long as the minimum rent was paid they could not be compelled to work the mine at all. In *Simpson* v. *Ingleby*, (*sup.*) the lessees covenanted to work the coal in a fair, honest, and workmanlike manner, in as large quantities as the same could be got in by reasonable diligence, delays or stoppages from accidents excepted. The lessees having been obliged to discontinue their workings by reason of the mine being drowned, Vice-Chancellor Malins stayed an action by the lessor for breach of covenant, holding that there had been no material breach.

Both in *Wheatley* v. *Westminster Brymbo Colliery Company* and *Simpson* v. *Ingleby* the Vice Chancellor proceeded on the principle that the Court will not oblige the lessee of a mine to work beyond the fixed rent in the absence of express stipulation that he will do so. It is an important question how far the Court will interfere in these colliery questions. A lessee who fraudulently refrains from raising the specified quantity

of coal, on which his rent depends, will not be allowed to derive any benefit from so doing (*Green* v. *Sparrow*, 3 Swan, 408 n); but in the absence of fraud, how is the Court to determine the question what constitutes efficient working, without in effect undertaking the management of the colliery? The observation of Lord Cairns in *Gardner* v. *London, Chatham, and Dover Railway Company* (15 W. R. 325, L. R. 2 Ch. 212), applies here, that the Court does not assume the management of a business or undertaking, except with a view to its winding-up or sale.

RECENT DECISIONS.

EQUITY.

Apportionment of Costs.

Begbie v. *Fenwick*; *Fenwick* v. *Begbie*, L.JJ. 20 W. R. 67.

Costs in Chancery are sometimes apportioned with respect to time, as, for instance, by ordering a certain party to pay all costs up to a certain stage of the proceedings. Or the costs may be apportioned with respect to different parties, as by making directions for contribution between co-defendants, which is comparatively seldom done. And costs may be apportioned with respect to the subject-matter of suit, as in the cases now under notice. The apportionment of costs according to subject-matter of suit occurs when the suit has had more than one object, and the plaintiff succeeds on one head or fails on another; it occurs also where a plaintiff or defendant who succeeds in the suit is ordered to pay the costs of some irrelevant or unsuccessful contention by which he attempted to support his attack or defence. Another instance, which does not quite fall within the first category, though very near it, arises where a bill is filed for a general administration, making a defendant of a trustee who has committed a breach of trust. In such a case the defendant trustee will commonly have to pay the costs *quoad* the breach of trust, receiving, however, his costs of the general administration, as, for instance, in *Williams* v. *Powell* (15 Beav. 471), where a *cestui que trust* filed a bill charging the executor with having mixed up the assets with his own property in trade; the Court being against the executor on that point, the Master of the Rolls gave him his costs as between solicitor and client, so far as the suit was one for the administration of the estate, but ordered him to pay the rest as between party and party.

In apportioning costs the Court is not inclined to go into nice distinctions, which would generally cost more than their value to work out. So in *Jones* v. *Farrell* (1 D. G. & J. 208), where a party who was to have a bill dismissed against him with costs had set up an unnecessary defence, involving a good deal of evidence, Lord Cranworth cut the knot by making no order as to his costs. Cases, however, are of daily occurrence in which costs are apportioned by computation. The main question will commonly be whether there is to be an apportionment of the *general* costs of the suit, or a mere exception or isolation of the expenses of a particular piece of pleading; and the answer must depend on the consideration whether the expense attributable to the contention in question is inseparably mixed up in the general costs of suit—has, in fact, swelled the general costs—or whether it has really been confined to the special expenses of the particular piece of pleading. In apportioning general costs, the basis of the method of apportionment is usually that adopted in *Heighington* v. *Grant* (1 Beav. 235), and *Hardy* v. *Hull* (17 Beav. 355), of counting the folios occupied in the pleadings, and perhaps in the briefs and other papers, by the successful and unsuccessful contentions respectively. But it need hardly be said that this is no hard-and-fast rule; it will occur at once, even to the youngest student, that many cases must arise in which this method would scarcely give a nearer approximation to justice than Gulielmus Kieft's method of deciding between plaintiff and defendant by weighing their respective ledgers and on finding them even counting their leaves. The Courts will incline to take the nearest approximation that comes ready to hand.

In *Fenwick* v. *Begbie*, a bill by the holder of first and third mortgages against a second mortgagee, for foreclosure and redemption, attempting to impeach the second mortgage for fraud, was dismissed with costs, "so far as it seeks to set aside or vary the securities" of the defendant. The taxing master apportioned the general costs of suit as between Fenwick and Begbie after the method of *Heighington* v. *Grant* and *Hardy* v. *Hull*. The Lords Justices, agreeing with the taxing master that it is impossible in most cases to apportion general costs upon any other rule of proportion, pointed out that there was in the present case "a *datum* which would have enabled the master, with respect to the hearing for example, to have assigned a greater proportion of costs to that which was obviously the prominent subject of litigation;" this was the allowance of the three counsel instead of the ordinary two, which, their lordships thought, *must* have been attributable to the extra magnitude of the case by reason of the contention impeaching Begbie's mortgage. In *Attorney-General* v. *Lord Carrington* (6 Beav. 454), it appearing that although of two claims made in the bill one failed while the other succeeded, the costs of the suit had not been sensibly increased by the contention which failed, the information was dismissed without costs as to that part, a decree with costs having been made as to the rest. This order the Master of the Rolls explained to mean that there was to be no apportionment.

It is stated in Messrs. Morgan & Davey's useful work on Costs in Chancery that *general* costs are apportionable where the exception from the main order as to costs of suit is of "so much of *the costs of the suit* as" &c., or the direction is to dismiss the bill with costs "except so far as it seeks relief on the footing," &c; but that on the other hand a direction to "tax plaintiff's (or defendant's) costs of his cause, except so far as such costs have been increased by," &c., followed by a direction to "tax the defendant's (or plaintiff's) costs of this cause so far only as the same have been increased by" &c., or a direction that defendant pay plaintiff "so much of *the costs* as have been occasioned by" &c., does not involve an apportionment of general charges; *i.e.*, the exception is to be confined to the special or actual expense of the particular claim, defence, or proceeding enumerated. So it was in the cases there cited, from the orders in which the words in inverted commas were taken; but in *Begbie* v. *Fenwick* the Lords Justices administered an order to "tax the costs of plaintiff so far as they have been increased by the answer of defendant impeaching," &c., followed by a direction that such costs when taxed should be paid by defendant to plaintiff—in a notably wide sense. The case is very important on the question of costs, especially as the principle acted on by the Lord Justices is indisputably equitable. As we have already said, Fenwick was first mortgagee, Begbie second mortgagee, and Fenwick third; and there were cross suits for redemption and foreclosure, which were heard together. Fenwick, before either of the suits was instituted, had claimed to impeach Begbie's mortgage for fraud. Begbie, in his bill of *Begbie* v. *Fenwick* (which was the earliest of the two bills) controverted this contention by anticipation. Fenwick, in his answer in *Begbie* v. *Fenwick*, maintained this contention; the decision was against Fenwick upon that point, and the order as to costs in *Begbie* v. *Fenwick* was that the costs of Begbie, "so far as they have been increased by the answer of Fenwick impeaching the validity of Begbie's securities," be taxed and paid by Fenwick to Begbie. The Lord Justices said the true meaning of the words italicised must be "so far as they have been increased by the *contention* in the answer," &c.; and they held that it ought to make no difference that plaintiff in his bill had anticipated his contention (which was in

fact raised before suit), and that "so much of the bill as was really and fairly directed by anticipation to meet by anticipation the case made in the answer ought to be considered and dealt with as if it had been introduced by amendment after answer."

COMMON LAW.

PARTNERSHIP LIABILITY—PARTNERSHIP ACT, 1865.

Holme v. *Hammond*, Ex., 20 W. R. 747, L. R. 7 Ex. 218.

This case can hardly be said to do more than carry out the decision in *Cox* v. *Hickman*, 8 H. L. Cas. 268, and *Bullen* v. *Sharp*, 14 W. R. 338, L. R. 1 C. P. 86; but it derives some importance from its being, we believe, the first case in which the Partnership Act, 1865 (28 & 29 Vict. c. 65), has been examined. The result of that examination of the Act is that, as many have already surmised, there is nothing in it; as Bramwell, B., says, "it was passed before the effect of *Cox* v. *Hickman* was understood."

The case gave rise to some comments by the various members of the Court upon the phrase which has now become common, that partnership liability is a branch of the law of agency; and both Kelly, C.B., and Cleasby, B., took exception to the propriety of this statement. We cannot see the justice of their exception. It is quite true, as Cleasby, B., remarks, that a partnership liability may exist where there is really no agency between the partners, as in the case of a dormant partner; but such a liability exists by the operation of the ordinary rules of agency law. By these rules a man often became liable as principal, not because he has actually commissioned the person by whose act he is bound to act for him, but because he has allowed persons to suppose that he has done so. And so if a man allows the world to think him partner with another, he in effect holds out that other as agent for him in all matters falling within the scope of the partnership business. If, again, he actually retains in his hands any control or right to interfere in the conduct of the business, he is then, not constructively, but actually, partner and principal, on the ground that he who has the power to deny and does not, assents. But if he neither means to be partner nor does any thing to make other persons think him to be so, nor actually possesses any power of interferenre or control, the authorities seem now to have sufficiently established that he will not be liable as such. It ought to be added, however, that in the present case it seems to have been doubted by one or two of the judges whether, if the defendants, who were executors, had left any of the testator's capital in the business, they would not have become partners.

CHARTER-PARTY—CONDITION PRECEDENT.

Bradford v. *Williams*, Ex., 20 W. R. 782, L. R. 7 Ex. 259.

The defendant chartered his vessel to the plaintiffs in March, 1871, for ten months, for voyages with cargoes of coals from Bullo, a coal port, to Dunball or Highbridge; the captain having until the end of September an option to load at either of two named wharfs; after September to load at the one of them only. In September, the vessel being at Bullo and ready to load, the captain exercised his option by claiming to load at the G. wharf, but the plaintiffs refused to load the vessel there (their contract at that wharf having ceased) whereupon the defendant declined further to perform the charter-party. In an action brought by the plaintiffs for the alleged breach, the question arose whether the defendant was entitled, on the plaintiff's refusal to load on that occasion, to throw up the contract, and the Court held that he was. The question of whether the performance by one party to a contract of a part of the contract to be perform d by him, is or is not a condition precedent to his right to insist on performance by the other side, is often a question of great nicety, and the test to be applied has been variously expressed, but in terms which in substance are equivalent. In *Boone* v. *Eyre* (1 H. & C. 254), and *Ritchie* v. *Atkinson* (10 East. 295), it was put as a test, whether the engagement in the performance of which default is made goes to the whole of the consideration; in *Tarrabochia* v. *Hickie* (1 H. N. 183), and *Seguz* v. *Duthie* (9 C. B. N. S. 45, 9 W. R. 168), whether by the failure the thing to be performed on the other side is altered or changed into a different thing; in *Jonassohn* v. *Young* (4 B. & S. 296, 11 W. R. 962), and *M'Andrew* v. *Chapple* (L. R. 1 C. P. 643), whether the whole object of the other contracting party is frustrated. All these modes of putting the matter amount in substance to this, would the plaintiff's non-performance make the engagement on the defendant's part (if it still stood) a really different thing, either in itself or as regards the consideration on which it was founded, from what it would have been if the plaintiff had performed what he was bound to perform, and which was therefore the thing contemplated by the defendant in entering into the engagement; if it would, the plaintiff who is in default cannot compel the defendant to go on.

The Court held the present case to come within that principle. As Bramwell, B., put it:—"Suppose that a charter were made for an outward and homeward cargo, and the charterer refused to furnish the outward cargo, could it be contended that the ship was bound to go and fetch the homeward cargo? Surely not." The decision seems highly reasonable, but at the same time it is difficult to reconcile it in principle with *Jonassohn* v. *Young*, which again it is difficult to reconcile with *Hoare* v. *Rennie*, 5 H. & N. 19, 8 W. R. 80. It is hard to see why the failure in making a complete June shipment in the latter case was more a frustration of the contract than the shipment of a whole cargo of inferior coals in the former; or why, again, the total failure in the former case in the delivery of one of the cargoes which were to arrive in sequence, was less a frustration of the contract, than the refusal in the present case to load for one of the voyages which were to continue in sequence. We cannot but think that the decision in *Jonassohn* v. *Young* was a somewhat narrow and unreasonable one, and that the tendency of the Exchequer decisions is more in accordance with justice and the requirements of business and convenience.

BROKER ACTING AS ARBITRATOR.

Pappa v. *Rose*, Ex. Ch. 20 W. R. 784.

The decision in this case (commented upon *ante* p. 120) has been affirmed in the Exchequer Chamber.

REVIEWS.

The Magisterial Synopsis. By GEORGE C. OKE. Eleventh Edition. 2 vols. London: Butterworths.

This is the eleventh edition of Mr. Oke's work since 1848, a fact which speaks for itself. The profession and the public have proved by experience the excellence of the book, and the personal supervision of the author is a guarantee that the present edition is equal to its predecessors. Mr. Oke's labour in preparing it must have been considerable, the rapid growth of magisterial jurisdiction having rendered it necessary to insert much new matter, and to re-write and condense no small portion of the old. In the result, in spite of every effort made to keep down the bulk of the volume, it has been absolutely necessary to add 200 pages. The whole Synopsis now consists of nearly 1,600 pages of elaborately-arranged and carefully-digested information.

The introduction, which is by no means the least useful part of the book, treats of the mode of appointing justices of the peace, and of their duties and jurisdiction. There is also a section upon evidence, which, with respect to Mr. Oke, we think might be omitted without detracting from the value of his work. It has been extracted to some

extent, and with due acknowledgment from Powell on Evidence, and seems to us to be too slight to be of much practical use. Mr. Powell's work was itself in the nature of a summary; and the summary of a summary is not likely to be of any great benefit to the person who relies on it. Take, for example, the following "general rule" numbered five among thirty-eight "general rules as to oral and other evidence." It runs thus, "Hearsay evidence is inadmissible (Powell 70); see exceptions Nos. 25—28." On turning to those numbers we find rules relating to the admissibility of hearsay in matters of pedigree, &c., with references again to "Powell"; our readers will see, therefore, that if any reader of Mr. Oke desires to really master any question of evidence, he must have recourse at least to Mr. Powell's treatise. We have no desire to depreciate Mr. Powell's labours, but at the same time if references are to be made to other works on evidence we should have preferred to have been referred to the great work of Mr. Best. This, however, is but a trifling matter, and we mention it chiefly in order to suggest to Mr. Oke a mode of retrenching the next edition.

The first part deals with "Summary Convictions and Orders," and presents in the first chapter a complete view of the practice and procedure. This chapter is followed by an alphabetical synopsis of offences within the provisions of 11 & 12 Vict. c. 43 (pp. 228-749). Each page contains eight columns, specifying respectively the offence, the statute creating the offence, the time for laying an information, the number of justices to convict, the penalty, the mode of appeal (if any), the person to whom the penalty is payable, and lastly (by reference to Oke's Magisterial Formulist, 4th edition) the forms for information, summons, warrant, &c. We know of no other manual where the same knowledge is imparted in so convenient a form. Chapter 2 is followed by another, arranged in a similar manner, but treating of offences to which the 11 & 12 Vict. c. 43 does *not* extend. This is succeeded by an account of the summary jurisdiction of justices in petty sessions, and metropolitan police, and stipendiary magistrates in larceny.

The second part of the book is occupied with indictable offences. It is introduced by a general view of practice and procedure, and then follows what is really a treatise upon criminal law, in the form of an alphabetical list of crimes, with a statement of the courts where they can be tried,—assizes or sessions, as the case may be—of their punishments, and of the rules as to bail and the costs of the prosecution (pp. 939—1111). Lastly, a third part is devoted to matters to be done in special sessions, in petty sessions, and by one justice. The whole work is accompanied by a very full index. It only remains to add that there are notes at the foot of each page containing references to the statutes and cases bearing upon the subjects treated of in the text.

It is needless to say that we cannot do more than indicate in very general terms the contents of this valuable work. Mr. Oke may well be proud of it. The result of his labours is highly creditable to him, and he deserves the thanks of all who, in any capacity, are engaged in the administration of justice.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

May 1st.—*Re the Medical Invalid and General Life Assurance Society.—Power's case.*

Amalgamation of companies—Policy—Novation of contract—Payment of premiums through a receiver.

In 1860 *a policyholder in the M. Life Assurance Company borrowed money of the company on the security of her policies and of a certain jointure charge payable to her by a receiver in Chancery in Ireland, signing at the same time a consent order to the receiver to pay the premiums of the policies and the interest out of that jointure-charge to the Dublin agents of the M. Company. In* 1860-1 *the M. Company "amalgamated" with the A. Insurance Company; all notices about the "amalgamation" were sent to the receiver, as were also all the receipts for the premiums, which were in substance A. Company's receipts, and the policyholder knew nothing of the amalgamation till after the failure of the A. Company in* 1869. *The receiver continued to keep up the policies, the premiums being remitted to the A. Company.*

Held, that the policyholder was entitled to claim on her policies against the M. Company.

This was a claim by Mrs Maria Power against the Medical Invalid, &c., Society, in respect of two policies granted by that society in 1857 on her life for the respective sums of £1,600 and £400.

In July, 1860, Mrs. Power borrowed £1,200 from the Medical Invalid Society, and by an indenture dated the 21st July, 1860, she assigned to the trustees of the society a certain annual sum or jointure rent-charge of £400, charged in her favour for her life on certain lands in the county of Kilkenny, and she further assigned to the same trustees the two Medical Invalid policies for £1,600 and £400 respectively, subject to a proviso for redemption on the repayment of the sum of £1,200 with interest.

On the 15th July, 1859, an order had been made by the Court of Chancery in Ireland, directing Mr. Reade, who had been appointed receiver over the lands in Kilkenny, to pay the jointure of £400 a year to Mrs. Power. On the 21st July, 1860, a consent was signed by Mrs. Power, whereby it was covenanted by her that the receiver should out of the future accruing gales of the said jointure of £400 half-yearly, as such gales should become due, pay to Messrs Lewis and Howe, the Dublin agents of the trustees of the Medical Invalid Society, the premiums payable in respect of the two policies of insurance, and the interest on the borrowed sum of £1,200. And on the 22nd August, 1860, on the petition of the trustees of the society, the Court of Chancery in Ireland made an order in accordance with the terms of the consent.

In pursuance of this order the receiver paid the half-yearly premiums to Messrs Lewis and Howe.

In 1860-61 the Medical Invalid Society became amalgamated with the Albert Life Assurance Company. It was alleged by the claimant that after 1862 the receiver paid the premiums on the two policies to the Albert Company. All notices for the removal of the policies were sent to the receiver, as were also all receipts for the premiums, which were in substance Albert Company's receipts. Mrs. Power never knew anything about the amalgamation until March, 1871.

In 1869, the Albert Company and the Medical Invalid Society were ordered to be wound up. The sum of £1,200 still remained owing on the mortgage.

Shapter, Q.C., and *Rawlinson*, for Mrs. Power.

Lemon, for the Medical Invalid Society.

Lord CAIRNS.—I must say this is an unusually clear case. I do not think there is a fragment of evidence to justify me in holding that this lady has lost her right against the Medical, and has taken in substitution the liability of the Albert. The policies were policies in the Medical; they were mortgaged to the trustees of the Medical. I do not stop to inquire what, if there had been nothing more done, would have been the rights of those trustees with regard to surrendering the policies, letting them drop, and taking out policies in another company. But what was done with reference to them was this:—The lady had a jointure of £400 a-year payable to her under an order of the Court of Chancery in Dublin. That jointure was also part of the security of the Medical, and out of it were to be paid the interest on the money she had borrowed from the Medical, and the premiums on the policies. A consent order was made on the application of the trustees of the Medical by the Court in Dublin, the parties to which were Mrs. Power on the one side and the trustees of the Medical on the other. That consent order provided that the receiver should pay not only the interest on the money borrowed, but also the premiums on the two policies; that he should pay those premiums to the trustees of the Medical. From that time the receiver became the agent of the Medical, and was bound to make the payment of these premiums to the Medical trustees, and if he failed at any time to make those payments the Medical trustees would have had right to step in and insist, if he had funds, on his making the payment. Then came the amalgamation of the Medical with the Albert. Mrs. Power knew nothing about it. By the terms of the amalgamation, the mortgage security became part of the

* Reported by Richard Marrack, Esq., Barister-at-Law.

Medical assets transferred over to the Albert. I will also assume that the Albert as between themselves and the Medical became charged with the liability on these policies. But until Mrs. Power did something, she was a person who had made an arrangement by which the Medical was to continue to be paid the premiums on the policies. From that time the receiver must have done one of two things; either he must have paid the wrong person under the order—that is, paid a person who was not authorised to receive under the order—which is not suggested, or he must have paid the trustees of the Medical, or the Albert by order of the trustees of the Medical—and that, no doubt, is the true explanation. The trustees of the Medical directed their Dublin agent to remit the money received from the receiver to the Albert in consequence of the arrangement between the Medical and the Albert. The result of that is that the only persons who have paid premiums to the Albert are the trustees of the Medical. That cannot affect Mrs. Power. It may have been a fit thing to do in consequence of the arrangement between the Albert and the Medical; but at all events a payment of premiums has from time to time been regularly made by Mrs. Power through the medium of the receiver into the hands of the trustees of the Medical, and the policies have been duly kept up. I do not see the least ground for saying that there is any infirmity in the claim of Mrs. Power against the Medical, and she must succeed. She must have the costs of her application.

Solicitors, *Walker, Kendall, & Walker; Bannister & Fache.*

COURT OF BANKRUPTCY.

(Before Mr. Registrar HAZLITT sitting as Chief Judge)

July 10.—*Ex parte Clarke, re Parkinson.*

A., upon the occasion of his marriage nineteen or twenty years since, entered into a parol agreement, at the instance of his intended wife and her father, that when he should have furniture he would settle it upon her.

In March, 1869, *A. made a composition with his creditors, and after payment of the composition he possessed a surplus. In the following month of May he executed a settlement of furniture in favour of his wife, and in January*, 1871, *he presented a second petition for liquidation.*

Held, in the absence of any evidence of fraudulent intention on the part of A., that the settlement was valid as against the trustee under the second petition for liquidation.

Held, also, that the 91st section of the Bankruptcy Act, 1869, *is not retrospective in its operation.*

This was an application by the trustee under a liquidation for an order declaring that a settlement executed by the debtor on his wife on 1st May, 1869, was fraudulent and void against the creditors under the liquidation, and to have the deed of the property delivered up to the trustee, and for an injunction restraining the debtor or the trustees under the settlement from disposing of or removing the property, and for a receiver in respect of the property remaining in the possession of the debtor and his wife and the trustees under the settlement, and to hold the said trustees and the debtor liable for any effects included in the settlement, and which might not be forthcoming, and for proper inquiries and directions for the making good of the settled property or the value of it.

The facts were that, in March, 1869, the debtor made a composition with his creditors, his liabilities being £20,000 and his assets £10,500, including £275, the then estimated value of the furniture now in question.

The composition was 11s. in the pound, represented by promissory notes at three, six, and nine months, which were all paid in due course. The only secured creditors would appear to have been the firm of Hughes, Hooker & Co., the security being the lease of the debtor's business premises in Wood-street, and the security being still held by the firm in respect of the unpaid balance of their debt, which was considerably less than the value of the lease.

On the 1st May, 1869, the debtor settled upon his wife all the furniture and effects then in and about their private residence.

On the 26th January, 1871, the debtor filed another liquidation petition, his liabilities being £9,083 and the gross assets £2,542 1s. 11d., including some furniture valued at £50; and under that liquidation the present application was made.

The settlement in question was a post-nuptial settlement executed, in fact, sixteen or seventeen years after the marriage, and there was no ante-nuptial agreement in writing in evidence; but it was sworn by the debtor and by his wife, and there was the collateral evidence of their trustees, that there had been a parol agreement by the debtor, at the instance of his intended wife, and her father, prior to the marriage that when he should have furniture he would settle it upon her, and it was that furniture, including some which was brought in by the wife herself, that was settled accordingly. At that time the debtor was merely a clerk or traveller to a commercial house, and had no furniture to settle; the intended wife was a person carrying on a business of her own, from which she realised about £1,000 per year.

Wheeler, for the trustees under the liquidation, contended that the settlement was void, whether under the statute of Elizabeth or as a mere voluntary preference or under the 91st section of the Bankruptcy Act, 1869.

Winslow, for the trustees under the settlement.

The following cases were cited:—*Twyne's case*, 3 Co. 81, *Warden* v. *Jones*, 5 W. R. 446, 23 Beav. 487; *Thompson* v. *Webster*, 7 W. R. 596, 4 Drew, 628, 632, 4 De G. & J. 600; *Kembray* v. *Draper*, 37 L. J. Q. B. 80; *Wright* v. *Hale*, 9 W. R. 157; *Fowler* v. *Chatterton*, 6 Bing. 258; *Re Tolley*, 15 S. J. 113: *Edwards* v. *Coombes*, C. P. not reported; *Ex parte Bailey, re Jecks*, 20 W. R. 76; *Ex parte Tempest, re Craven*, 19 W. R. 137, 6 L. R. Eq. 70, 10 L. R. Eq. 648; *Ex parte Melbourn, re Melbourn*, 19 W. R. 83, L. R. 6 Ch. 64; *Spirett* v. *Willows*, 3 De G. Jo. & S. 293; *Freeman* v. *Pope*, 18 W. R. 399, 906, 5 L. R. Ch. 538, 544; *Gibson* v. *Bruce*, 5 M. & Gr. 399. Reference was also made to Hunt's Law of Fraudulent Conveyances and Bills of Sale, p. 30, *et seq.*; Sugden's Vendors and Purchasers, 14th ed. 718; Statute of Frauds, 4th section.

The REGISTRAR.—Why, instead of settling upon his intended wife the business *in præsenti*, the debtor only promised to settle upon her the furniture *in futuro*, does not appear, but I think it is sufficiently shown that he did make this promise. What, as against the statute, is the efficacy under particular circumstances of a parol agreement, has been the subject of the most various views by judges of the highest eminence (see May's very valuable Treatise on the Law of Voluntary and Fraudulent Alienations of Property, 355 *et seq.*). In the present case it appears to me that there was a parol agreement before marriage sufficient to validate the settlement. The statute 13 Eliz., c. 5, was passed for the avoiding of, among other things, conveyances "devised and contrived of malice, fraud, covin, collusion, or guile, to the end, purpose, and intent to delay, hinder, or defraud creditors." With the utmost desire "not to let or hinder the due course and execution of law and justice," as the cited statute expresses it, I fail to perceive in any part of these proceedings any such end, purpose, or intent on the part of the debtor in this settlement. Even had there been existing creditors in a position to enforce their claims, which I do not find, it cannot be said, I think, that as in the case of *Mackay* v. *Douglas*, 20 W. R. 652, the settlement took out of the reach of the creditors the only property the debtor had. Only a month before the settlement the debtor had got released from all his then existing creditors by an accepted composition, which, though not actually paid at the date of the settlement, was payable in due course, and was paid in due course, and which, as I conceive, operated to merge the debts, unless and until there should be failure, which did not happen, in the satisfaction of the instalments. This release left the debtor in March, 1869, free from his debts, and as he tells us, and I do not see that he is contradicted, with a surplus of £2,000 or more wherewith to continue his business. Under all these circumstances, I find in the proceedings no new creditors between the end of March and May 1 who could be delayed or defeated by this very insignificant settlement, and I shall certainly not aggravate the costs by directing any inquiry into the point. As little do I perceive any mark of fraud, collusion, or intent to deceive subsequent creditors: *Townshend* v. *Windham*, 2 Ves. Sen. 1—11. Were there any such case, it would have to be established by those creditors who, I may observe, would have become such with every means of information as to the very recent composition of the person to whom they gave credit. Stress has been laid upon the time which had been suffered to elapse before the

wife claimed the fulfilment of her husband's promise, but this, I think, is reasonably and sufficiently explained by the very circumstance of the failure in March, at which time the wife, as she tells us on her oath, had not thought of the furniture, their affairs being, so far as she knew, prosperous. "When her husband failed and compounded with his creditors, leaving a surplus, she thought the time had come when the promise should be carried out."

In *Holmes* v. *Penney* (5 W. R. 132, 3 K. & J. 90) the present Lord Chancellor said—"The mere fact of a settlement being voluntary is not enough to render it void as against creditors, but there must be unpaid debts which were existing at the time of making the settlement, and the settlor must have been at the time not necessarily insolvent, but so largely indebted as to induce the Court to believe that the intention was to defraud persons who at the time of the settlement were creditors of the settlor;" and V. C. Kindersley (in *Thompson* v. *Webster*, 4 Drew 628) adopts the same principle. In this case I can arrive at no such belief. In *Jackson* v. *Bowley* (Car. & M. 97), Mr. Justice Erskine defines insolvency to be in relation to an act of assignment, where the property left after an assignment is not enough to pay his debts (and see *Crossley* v. *Elworthy*, 19 W. R. 842, L. R. Eq. 12, 158), of which condition of insolvency I find no suggestion here. In the case of *Spirett* v. *Willows* (*ubi sup.*) Lord Chancellor Westbury laid down the principle that if the debt of the creditor by whom the voluntary settlement is impeached existed at the date of the settlement, and it is shown that the remedy of the creditor is defeated or delayed by the existence of the settlement, it is immaterial whether the debtorwas or was not solvent at the time,—a principle, in the opinion of Lord Chancellor Hatherley, "expressed in very large terms, probably too large." But in my view there was no such existing creditor at the date of this settlement to impeach it. The impeachment is by Mr. Clarke, of the firm of Honey & Co., accountants, in his third character of trustee for the creditors under the second liquidation, his previous characters in the now regular sequence having been accountant to the debtor and receiver under his liquidation. The only creditor at all suggested as remaining under the first composition is the firm of Hughes, Hocken, & Co., mortgagees, who are practically debtors to the estate in some £200 or £300, being the balance between their remaining debt, and the value of their security. A further question is whether this settlement having been made by a trader within two years previous to the 1st of January, 1871, comes within the provisions of the Bankruptcy Act, 1869. The 91st section of that Act provides *inter alia*, that every settlement of property made by a trader, not being a settlement before, and in consideration of marriage . . . shall, if the settlor becomes bankrupt within two years after the date of such settlement, be void as against the trustees of the bankrupt. Mr. Wheeler contends that this liability extends to all settlements whether made before or after the commencement of the Act for that otherwise the commencement of the Act would, as relates to this matter, be postponed for two years, and indeed where the insolvency has under the further portions of the sections to be proved for ten years. I am of opinion that if this settlement was valid in May, 1869, it cannot be invalidated by *ex post facto* legislation in 1870. Retroactive legislation, operating to destroy rights existing prior to that legislation, appears to me to be, if not beyond the power of Parliament, which in this realm is all powerful, at all events wholly without the reason or justice of Parliament. In a very able judgment delivered by Mr. Stonor, the County Court Judge for Surrey, that learned person expresses himself on this subject in language which I cannot do better than adopt: "Now he injustice of retrospective legislation as to persons who are the direct subjects of legislation, and still more as to third parties, being innocent persons, and having moral or valuable considerations on their sides, is obvious, and in the present case, if what is urged to be the literal construction of the statute prevailed, a settlement made by a solvent person in favour of his wife and children, and which at the time of its being made was perfectly secure, would by the operation of this Act, and by the bankruptcy of the settlor become absolutely void. Nay, more, if under the provisions of the settlement the property had been sold to a purchaser for value the conveyance to such purchaser must also fall with the settlement on which it depended, and the purchaser would, in all probability, not even have the consolation of being able to bring an action for damages on the covenant for title, or to prove for the amount of the purchase-money on the bankruptcy of the settlor." *Re Tolley*, 15 S. J. 113. In the case of *Ex parte Tempest, re Craven* (*ubi sup.*), the Chief Judge said that a statute can have no retrospective operation unless such operation be expressly enacted, is a settled rule of law, and by the 20th section of the Bankruptcy Repeal Act, 1869 (repealing the former statutes in bankruptcy), it is expressly provided that such repeal "shall not affect the validity or invalidity of anything done or suffered before the commencement of this Act, or any right, title, obligation or liability, accrued before the commencement of this Act by or under any former enactments, or affect any principle or rule of law derived from any enactment so repealed," and the Lords Justices, in *Ex parte Tempest, re Craven*, as to the 92nd section, agree with the Chief Judge. The application is refused. The costs to be paid out of the estate.

Solicitors for the trustee under the liquidation, *Phelps & Sedgwicke.*

Solicitor for the trustee under the settlement, *J. N. Mason.*

APPOINTMENTS.

Mr. ALBERT DE RUTZEN, barrister-at-law, of the South Wales Circuit, has been appointed by the Home Secretary to be stipendiary magistrate of the Merthyr Tydvil and Aberdare district, Glamorganshire, in succession to Mr. J. C. Fowler, who has been transferred to the newly-created office of stipendiary magistrate of Swansea. The new magistrate is a younger son of the Baron de Rutzen, by his wife Mary Dorothea, eldest daughter and heir of the late Nathaniel Phillips, Esq., of Slebech Park; he is therefore a brother of Baron Frederick Leopold de Rutzen, a justice of the peace and deputy lieutenant for Pembrokeshire, who inherited the Slebech Park estate on the death of his mother in 1860. Mr. Albert de Rutzen, who graduated B.A. at Trinity College, Cambridge, in 1852, was called to the Bar at the Inner Temple in April, 1857, and has practised on the South Wales Circuit, attending also the Glamorganshire and Pembrokeshire sessions.

Mr. JOHN TATLOCK, solicitor, of Chester, has been appointed coroner for that city, in succession to Mr. John Hostage, solicitor, deceased. Mr. Tatlock was admitted an attorney in 1855, and had been in partnership with Mr. Hostage up to the time of his death, having acted for several years as deputy coroner. He is a member of the Solicitors' Benevolent Association.

Mr. CHARLES EDWARD MORRIS, solicitor, of Carmarthen, has been appointed undersheriff of Carmarthenshire, in succession to his father, the late Mr. Lewis Morris, deceased. Mr. C. E. Morris was admitted an attorney in 1870.

Mr. GEORGE EDWARD SHARLAND, solicitor, of Gravesend, has been elected vestry clerk for the parish of Northfleet, in Kent, in succession to Mr. Tufnell S. Southgate, resigned. Mr. Sharland is town clerk of Gravesend, and was admitted an attorney in 1839; he is a member of the Kent Law Society.

Mr. SPENCER ROBERT LEWIN, of Southampton-street, Strand, has been appointed a London Commissioner to administer oaths in Chancery.

It is rumoured that the Right Hon. Richard Dowse M. P., the Attorney-General for Ireland, will succeed to the judgeship of the Irish Court of Exchequer vacant by the demise of Mr. Baron Hughes; and that Mr. William Law, Q. C., will be a candidate in the Liberal interest for the representation of Londonderry on the elevation of Mr. Dowse to the bench.

An American paper states, *apropos* of the trial of Stokes for the murder of Fisk (of Erie notoriety), that 750 jurors were summoned, and that it was only after "seven days of continuous and tedious examination and swearing" that twelve were obtained to try the case.

GENERAL CORRESPONDENCE.

THE COURT OF CHANCERY (FUNDS) BILL.

Sir,—This bill seems likely to be law before the session is over, and if so the Accountant-General's Department will be transmuted into a branch of the Paymaster-General's Office.

Why the accounts of the suitors should not be kept by their own Court as they have been for more than a century, and why the Paymaster-General, who is used to a different sort of accounts, should keep these better than the Accountant-General, who knows all about them, is not quite so easy to see.

But we must take things as we can get them, and it is as well to be forward in seeing that we get the best that is to be got out of the new system.

On the bill as framed, and as no doubt it will pass, all the cobwebs now adhering to the Accountant-General's system, and which I should think worry him as much as the suitors and the profession, are left to be swept off by the general orders.

A reference to the Report of the Royal Commission of 1864 will show what most of these are, and it is to be hoped that in framing general orders they will not be overlooked.

The following are a few :—

1. Abolition of affidavits and certificates of residue of funds.

[These are framed simply from the Accountant-General's Certificate of the proceedings and the Solicitors', Chief Clerk's or Taxing Master's calculations, and the Accountant-General's Department can calculate much better than either.]

2. Payment into Court of purchase monies and balance in hands of accounting parties without order or certificate or Accountant-General's directions, and power (which would follow) of bringing into Court in vacations (if there are to be any such things as vacations in future).

[People do not pay in money without good reason, though they might get it out if they could.]

3. Payment of dividends and other monies by order, to be sent by post.

[This is most important. It is no new thing. The Paymaster-General does it now, and so do all Railway and Public Companies, including the Bank of England. See Statute 32 & 33 Vict. c. 104.]

4. Transcript of the Paymaster-General's account books to be evidence in all Courts.

[It is an absurdity that they have not hitherto been so.]

5. Provisions for daily purchase, sales, and transfers of stock.

[It takes a week or more now to turn cash into stock and *vice versâ*, unless the Accountant-General steps out of the prescribed system as a favour.]

6. Abolition of Registrar's certificate for sales and transfers. I trust that the profession will have an eye to these things, and also that the Solicitors (who know most about them) will be consulted upon the framing of the general orders.

July 22, 1872. A SOLICITOR.

[So far as the new procedure is concerned, the bill is a bill to authorise the making of rules, and we heartily agree with our correspondent, whose letter we commend to general perusal, in hoping that the framers will avail themselves of the experience of solicitors.]

BARRISTERS' FEES AND BARRISTERS' DUTIES.

SIR,—In my letter which you published in your last impression the word "not" was left out in the sentence "not only induced by us." It should have been "not only *not* induced by us."

"They do trust" should have been "they *too* trust;" but this is not so material. A SOLICITOR.

July 26, 1872.

[**** The two letters above printed are not by the same correspondent.—Ed. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 19.—The *Ecclesiastical Dilapidations* (1871) *Act Amendment Bill* passed through committee.

July 22.—The *Acrobats Bill*, having passed through committee, was, at the suggestion of the Duke of Richmond, withdrawn by Lord Buckhurst, with the view of introducing another bill next session containing a better definition of "an acrobat."

The *Enclosure Law Amendment Bill* was recommitted.—Lord Dunsany moved an amendment on clause 3, the object being to give a discretion to the Enclosure Commissioners as to whether they would allot either recreative grounds or field gardens. Such allotments would be ridiculous in some places.—The Duke of Northumberland supported.—The Earl of Kimberley said the commissioners had a discretion as between recreation grounds and field gardens.—Lord Houghton did not think that this bill would be satisfactory.—The Earl of Morley defended the bill.—The Duke of Northumberland said it ignored the rights of the lord of the manor.—The Earl of Morley denied that; the lord of the manor had an absolute veto over enclosure.—The Marquis of Salisbury doubted whether the right of veto possessed by the lord of the manor under the old Acts would remain when this bill had passed. The lord and the commoners were entitled to ask from Parliament the means of obtaining full enjoyment of their rights, and Parliament was now asked to interpose and levy blackmail upon them.—The proviso was negatived.

On clause 5, the Duke of Richmond proposed to strike out certain words to meet this case: Suppose he was the owner of a farm of 500 acres, of which 100 were commonable land—as much his freehold as the other 400, but subject to an easement during certain months in the year by parties who had the right of putting their stock there. Perhaps during that part of the year when the 100 acres were not subject to the easement he might lay them down for hay. Under the clause, however, these 100 acres might be taken from him, and he might receive in exchange an allotment of common land on the hillside which would not keep a donkey if you turned him out on it. He, therefore, proposed to strike out all the words in the clause relating to "commonable land," the result of which would be that a man could not be deprived of that which was his property as much as anything else that he possessed.—The Earl of Morley defended the clause as it stood. There was a considerable difference between common and commonable land. By "commonable land" he meant open fields, owned in severalty, liable to be enclosed under the General Enclosure Act, and subject to common rights. It was useless to grant allotments at a distance from the houses of those to whom they were made, when, if there were "commonable land," the allotments might be made near the houses. This clause said that where there were both common and commonable land the Commissioners might say that the allotments should be taken out of the commonable land; but if two-thirds of the proprietors refused their consent, the provisional order on the subject would fall to the ground.—Lord Wenlock supported the amendment, which was carried by 81 to 55.

The Earl of Morley proposed to insert a clause which would enable the owners of the soil who had given their consent to enclosures under the existing law to withdraw their consent if they did not like the terms which this bill would impose. The applications for the enclosures which were not yet completed were made after a committee of the House of Commons reported that no further enclosures should be made until a new measure on the subject had been passed. Therefore it was not unfair to subject landowners to the conditions which this bill would impose if they wished to go on with the enclosures they had proposed, but in case they did not like these terms to allow them to withdraw their consent to the enclosures.—The Duke of Richmond said those persons who had agreed to enclosures under the existing law, and who had complied with all the terms necessary for the carrying out of enclosures, ought to be allowed to complete the enclosures they had begun according to the existing law, and in respect to which they had expended considerable sums of money.—The Marquis of Salisbury opposed the new clause, which was rejected by

71 to 50.—The bill then passed through Committee, the Duke of Northumberland consenting to postpone till next stage his motion for its rejection.

July 23.—The *Metalliferous Mines Regulation Bill* and the *Coal Mines Regulation Bill* were read the second time.

The *Grand Juries* (*Middlesex*) *Bill* was read the second time.

The *Summary Jurisdiction Bill* was read the third time and passed.

The *Ecclesiastical Dilapidations* (1871) *Act Amendment Bill* was read the third time and passed.

July 25.—The *Corrupt Practices at Municipal Elections Bill*.—Lord Penzance moved the second reading of the bill, which was one to provide for the prevention of corrupt practices at municipal elections, and to furnish a tribunal before which the validity of all municipal elections might be tried. After the Reform Act, 1832, an Act was passed which contained provisions against bribery and corruption at municipal elections. The penalty under that Act was £50. By the 27th Vict., cap. 35, a penalty of 40s. was provided, this latter penalty being recoverable in a County Court. Those two Acts were not adequate for the suppression of those corrupt practices. Since the passing of the Reform Act of 1867 the franchise for municipal electors had been lowered, and the number of such electors largely increased, so that it was now pretty nearly identical with that of the Parliamentary electors, and those who took an active part in municipal elections did so to some extent in connection with the Parliamentary elections. Under these circumstances it had been thought well to introduce this Bill. The first portion of it contained provisions similar to those in existence against corrupt practices at Parliamentary elections. The second portion contained clauses constituting a tribunal for the trial of the validity of municipal elections. Up to the present time there had been no such tribunal. The only manner of proceeding in such case was by *quo warranto* in a Court of Common Law; but by that process it was necessary to try the question of the validity of each individual vote, and to strike off votes one by one before a majority could be disposed of. That was a costly and cumbrous system, and one in no way suited to the state of things with which the Bill proposed to deal. The Bill provided that the election Judges under the Act of 1867 should be authorised to nominate some four or five barristers, whose duty it would be to inquire into such cases. It was further provided that the barristers to be nominated should be in no way connected with the place in which the controversy had arisen. They were not to be barristers practising or revising on the circuit in which that place was situate, nor to have any kind of connection with the borough. They would have the power of awarding costs. In matters of law there would be an appeal to the Court of Common Pleas.—The Bill was read a second time.

Sites for Places of Worship Bill, which stood for third reading, was withdrawn.

HOUSE OF COMMONS.

July 19.—The *Epping Forest Bill*, the *Parish Constables Abolition Bill*, and the *Judges' Salaries Bill* passed through committee.

The *Public Prosecutors Bill*, which stood for committee, was withdrawn.

July 22.—*Imprisonment for Small Debts.*—In reply to Mr. Bass, Mr. Gladstone said he had consulted the Solicitor-General with regard to the appointment of a committee next session to inquire into the present state of the law in regard to imprisonment for small debts, and there would be no difficulty in appointing such committee if the House desired it; but at the same time the Government would rely on the energy, ability, and perseverance of the hon member for the conduct of the inquiry.

Justices of the Peace.—Mr. Hunt asked the Attorney-General if it was necessary for a person named in the commission of the peace to take out a *dedimus*, &c., before he could act as a justice of the peace?—The Attorney-General was understood to say that the question proposed to him was a very difficult one. After reference to various statutes (31 & 32 Vic. c. 72, 35 Vic. c. 78, 13 Richard 2, and 7 Geo. 1.) he said that legally *dedimus* still existed, but a court of law always did and always would decide that it does not exist.

Leases of Crown Minerals.—In answer to Mr. Headlam, Mr. Baxter said it was intended next Session to introduce a bill to extend the term of years for which the Commissioners of Woods could grant leases of minerals belonging to the Crown.

The *Bastardy Laws Amendment Bill* was read a third time and passed.

July 23.—*The Galway Election.*—The Attorney-General for Ireland announced the course he would take with regard to Mr. Justice Keogh's Judgment, after careful consideration of the evidence and consultation with the other Law Officers. The Judge had reported thirty-six persons as guilty of undue influence and intimidation, including the Roman Catholic Archbishop of Tuam and the Bishops of Clonfert and Galway, and Captain Nolan and his brother. The number also included twenty-two priests reported as having resorted to altar denunciations in order to influence the election. The Attorney-General for Ireland, in discharge of the duty cast upon him by the Statute, had arrived at the conclusion that there was evidence to support a prosecution of the Roman Catholic Bishop of Clonfert, Captain Nolan and his brother, and nineteen of the priests mentioned; and a prosecution would accordingly be instituted against them.—Mr. Mitchell Henry, on behalf the Bishops and Clergy incriminated, desired a legal inquiry, and complained that the Archbishop of Tuam and the Bishop of Galway were not to be prosecuted.—Mr. Butt doubted whether under the Statute the Attorney-General could prosecute without the direction of Parliament.—Dr. Ball and Sir John Coleridge agreed with Mr. Dowse that the direction of Parliament was not required.

The *Municipal Corporations* (*Borough Funds*) *Bill* was recommitted, and Mr. Leeman reluctantly, on an appeal by Mr. Hibbert and Sir M. Beach, withdrew the 6th clause.

The *Railway Rolling Stock Distraint Bill* was read a third time and passed.

The *Intoxicating Liquors* (*Licensing*) *Bill* was considered in committee. On Clause 7, which forbids the sale of spirits to children under 16, Mr. O. Morgan proposed to prohibit the sale of any intoxicating liquor to children under 14. This was supported by Sir R. Anstruther, Mr. E. Smith, Mr. Collins, and Mr. Candlish, and opposed by Mr. Harvey Lewis, Sir H. Selwin-Ibbetson, the Home Secretary, Mr. Gregory, and Mr. Locke.—Mr. H. B. Samuelson proposed to split the difference, and say 15.—Amendment rejected by 129 to 60.

On the first of the Penalty Clauses, which proposes that every person found drunk in any highway or other public place shall be fined 10s, Sir H. Johnstone first proposed to increase this fine to 40s., but subsequently withdrew his amendment; and Mr. Dent then proposed that the fine shall be increased to 20s. for the second offence, and 40s. for the third offence within the twelvemonth, with the alternative in the latter case of imprisonment, with or without hard labour, for a term not exceeding one month. The amendment was accepted by Mr. Bruce, but the proposal to inflict imprisonment was so generally opposed that Mr. Dent abandoned it.—Ultimately the amendment, so modified, was carried by 182 to 141.—The Clause as a whole was then carried by 219 to 49.

On the Clause containing the penalties on publicans for permitting drunkenness in their houses, and requiring that every conviction shall be entered on the licence, Mr. Barclay proposed that this shall not be imperative, but shall be left to the discretion of the magistrate.—Mr. Bruce strongly opposed this mitigation, and after a long discussion the amendment was negatived by 123 to 93.—The Clause was then agreed to and the Committee adjourned.

The *Law Officers'* (*England*) *Fees Bill* passed through committee.

The *Building Societies Bill* and the *Defamation of Private Character Bill* were withdrawn.

July 24.—*Capital Punishment Bill.*—Mr. Gilpin moved, and Mr. R. Fowler seconded, the motion for second reading of this bill, with the customary arguments.—Mr. J. D. Lewis (in the absence of Mr. Lopes) moved, and Mr. Scourfield seconded, an amendment for rejection of the bill.—Mr. Henley, Mr. Richard, Mr. Whalley, Mr. Young, and

Sir C. O'Loghlen supported the bill.—Mr. Cave, Mr. Tipping, Mr. Bruce, and the Attorney-General opposed it.—Mr. Newdegate, who opposed the bill, censured severely the manner in which the Home Secretary's discretion of remitting capital punishment was exercised; Mr. Bruce and the Attorney-General defending it.—The bill was thrown out by 167 to 54.

July 25.—*Mr. Justice Keogh and the Galway Election Judgment.*—On the motion of Mr. Gladstone, the Orders of the Day were postponed till the notices of motion upon this subject had been disposed of.—Mr. Butt moved that the House do resolve itself into a committee of the whole House to consider the report of the address delivered by Mr. Justice Keogh on the occasion of delivering judgment on the trial of the election petition for the county of Galway, and the complaints that have been made of the partisan and political character of that judgment and address. He asked for the removal of a Judge who could no longer be trusted in his judicial capacity by any Roman Catholic.—Mr. M. Henry seconded the motion, with much acrimony.—Mr. Pim, moved an amendment which, expressing regret at the Judge's intemperate and undignified language, declared that the House saw no reason for calling for his removal.—Mr. Smyth seconded the amendment in a speech against Galway landlords.—The Attorney-General defended the Judge. Mr. Butt's charge of having acted corruptly and preversely was unsupported by evidence, and the charge thus resolved into a matter of taste and temper on which he was not called on to form an opinion; and faults of taste and temper could not form ground for removal.—Mr. Henry James vigorously defended the Judge. He reviewed the evidence on the charge against the Roman Catholic clergy, and emphatically confirmed the Judge's decision. He did not approve all the language in which it was expressed; but the Judge was an Irishman speaking to Irishmen, and could be charged with nothing worse than some excess of fervour. He called on the House by its vote to teach the priesthood that the people owed no allegiance except to the Sovereign, and no obedience except to the law.—Mr. Henry Matthews and Mr. Munster supported the motion.—Mr. Plunkett spoke against it.—Sir C. O'Loghlen moved the adjournment of the debate.—Mr. Gladstone deprecated the adjournment; he saw no advantage in either adjourning or continuing.—Mr. Disraeli agreed that it was desirable that the debate should be brought to a conclusion, but maintained that the matter was now ripe for a decision that evening.—A considerable discussion then took place on the question of adjournment, Mr. Bull, Mr. Downing, Mr. Stacpoole, Mr. Martin, Sir D. Corrigan, Mr. M. Guest, Sir J. Gray, Sir P. O'Brien, Dr. Brady, Mr. Bouverie, and Mr. Fawcett supporting the motion for adjournment, it being argued that if the debate were not adjourned the people of Ireland would not be satisfied.—Mr. Newdegate opposed the adjournment.—Dr. Batt said it was quite clear that if the debate should continue there would be inquiry into particular cases. Was this proper while these cases were *sub judice?* In fairness towards these persons the debate should now close.—Mr. Maguire said Dr. Ball should have intertered while Mr. H. James was speaking on these cases. He did not believe the trials of these persons would be prejudiced by the continuance of the debate.—The motion for adjournment was negatived by 350 to 59.—Mr. Maguire then moved the adjournment of the House.—Mr. Gladstone under these circumstances would not resist the adjournment further.—The adjournment was then carried by 97 to 93, and the debate was by arrangement adjourned to Monday next.

OBITUARY.

MR. BARON HUGHES.

Henry George Hughes, one of the judges of the Court of Exchequer in Ireland, died at Bray, in the county of Dublin, on the 22nd July, at the age of fifty-nine years. The deceased judge was the son of the late James Hughes, Esq., a Dublin solicitor, by his wife Margaret, daughter of the late Trevor Morton, Esq., also a solicitor of Dublin. He was called to the Bar in Ireland in Michaelmas Term, 1843, and was nominated a Queen's Counsel in 1844. In October ,1850, he was appointed Solicitor-General for Ireland during the first administration of Lord John Russell, in succession to the Right Hon. John Hatchell, who became Attorney-General on the Right Hon. J. A. Monahan being elevated to the Chief Justiceship of the Court of Common Pleas. Mr. Hughes went out of office in March, 1852, on Lord Derby's accession to office. In 1855 he unsuccessfully contested the representation of Cavan, the election taking place on Sir John Young being appointed Lord High Commissioner of the Ionian Islands; but sat in Parliament as member for Longford for a short time in 1856-7, being elected to fill the vacancy caused by the death of Richard Maxwell Fox, Esq. In January, 1858, he was reappointed Solicitor-General for Ireland under the Lord Palmerston's administration, but only held office till March of the same year. In July, 1859, soon after the return of Lord Palmerston to power, Mr. Hughes was appointed a Baron of the Irish Court of Exchequer, and was third baron of that Court at the time of his death. He was a Bencher of the Hon. Society of King's Inns, Dublin, being elected in 1851, soon after he became Solicitor-General, and was also a Commissioner of Charitable Bequests. He was likewise a governor of Jervis' and the Westmoreland Hospitals in Dubiln. He married, in 1835, Sarah Augusta, daughter of Major Francis L'Estrange, by which lady he had two daughters, one of whom was married, in 1860, to the Right Hon. Michael Morris, now one of the justices of the Court of Common Pleas in Ireland. One of his brothers was Mr. James Trevor Hughes, a Dublin solicitor, who held the office of registrar under the late judge.

MR. E. R. ADAMS.

The death of Edward Richards Adams, Esq., Barrister-at-Law, took place at Elmhurst, South Croydon, on the 17th July, at the age of sixty-four years. He was the eldest son of the late Edward Richards Adams, Esq., of Elmers, Kent, by his wife Ann, daughter of John Dunkin, Esq., of Penzance, and was born in 1810. He was educated at Caius College, Cambridge, where he graduated B.A. (38th Senior Optime) in 1832. Being called at the Bar at Lincoln's Inn in November, 1836, he practised for many as an equity draughtsman and conveyancer. On the death of his father in 1856, he became lord of the manor of Charlton Adam, in Somersetshire, and succeeded to the family estates in Surrey, of which county he was soon after nominated a justice of the peace and deputy-lieutenant. Mr. Adams married, in 1840, Adelaide, daughter of Joseph Wood, Esq., of Manaton Park, Devon; his eldest son by whom, Mr. Edward Richards Adams, was born in 1841.

MR. S. HALL.

Mr. Samuel Hall, solicitor, of Bacup, Lancashire, died at Forest House, his residence at Bacup, on the 13th July, at the age of forty-six years. Mr. Hall was a native of Bury, in Lancashire, and served his articles with Messrs. Grundy, of that town. On being admitted in 1856, he removed to Bacup, where he entered into partnership with Mr. E. M. Wright, with whom he practised at Bacup, Rawtenstall, and Haslingden. For some time he was acting joint-clerk, with Mr. Wright, to the magistrates of Rawenstall, and was also Registrar of the Bacup County Court. In 1862, however, owing to a difficulty which arose in consequence of the county court registrarship and the clerkship to the magistrates being held by the same firm, the partnership was dissolved so far as Bacup and Rawtenstall were concerned, whilst that at Haslingden was continued. Mr. Hall was also clerk to the Bacup Burial Board, treasurer and solicitor to the trustees of the Haslingden and Todmorden and "Rochdale and Burnley" turnpike roads, solicitor to the Licensed Victuallers' Association, and to the Cotton Spinners' Association. He was likewise a churchwarden of St. John's Church, and vice-president of the Local Mechanics' Institution, of which he was a liberal supporter. His remains were interred in the family vault in St. Nicholas' Church, Newchurch-in-Rossendale, Lancashire. He leaves a widow and five children.

MR. E. DANIEL.

Mr. Edward Daniel, solicitor, of Bristol, died on the 14th July, at his residence at Frenchay, in the sixty-second year of his age. He was admitted an attorney in

1830, and belonged to a family which had long been connected with the legal profession in Bristol, his father and uncle having formerly been in partnership with him, the firm being known at his death as "Daniel & Cox." Mr. Daniel was a member of the Metropolitan and Provincial Law Association, and of the Solicitors' Benevolent Association. He was the father of the late Lieutenant Daniel, R.N., of the *Diamond*, who distinguished himself in the Crimean War and Indian Mutiny.

MR. A. HARRISON.

Mr. Alexander Harrison, solicitor, of Birmingham, expired suddenly on the 13th July, at the Red Lion Hotel, Banbury. He had gone to London with a client on professional business, and was returning with him by the express train at night, when he had occasion to leave the train for a short time at Banbury. On his return to the platform the train was in motion, and he found it impossible to return to Birmingham that night. He was much annoyed at missing the train, and went to the Red Lion Hotel, at Banbury, with the intention of staying there for the night. Soon after his arrival at the hotel he expired quite suddenly. From the medical evidence at the inquest it appeared that he had been suffering from heart-disease, and the jury returned a verdict of "Died by the visitation of God." Mr. Harrison, who was sixty-four years of age, was admitted an attorney in 1831, and had been in practice at Birmingham for upwards of forty years; he was a member of the legal firm of "Harrison & Wood."

MR. I. WALKER.

Mr. Isaac Walker, solicitor, late of Burslem, in Staffordshire, died at Berne, in Switzerland, on the 16th July, at the age of 33 years. The following particulars of his decease have been communicated to the *Times* by the Rev. James Rathborne, British chaplain at Berne:—"He dined with a friend who resides in the country, on the north side of Berne, on Monday week. Mr. Walker's house is at Wabern, on the south side. He left the house to walk home at half-past ten o'clock, his friend accompanying him part of the way. A few hours afterwards he was brought by the police to the hospital, having been found in a very bad part of the town in a dying state. He expired after some hours of a pparent intense suffering, but, unfortunately, without a return to consciousness. The doctors held a poat-mortem examination, and found the injuries in the head to be greater than were likely to be inflicted by a fall. . . . Mr. Walker enjoyed the reputation of an unblemished character. He leaves a widow and two children." Mr. Walker was admitted an attorney in 1861.

SOCIETIES AND INSTITUTIONS.

LAW WRITERS' PROVIDENT INSTITUTION.

The annual dinner of this Society was held at the Freemasons' Tavern, on Wednesday, July 17, John M. Clabon, Esq., solicitor, in the chair.

After the usual loyal and patriotic toasts,

The CHAIRMAN gave "Prosperity to the Law Writers' Provident Institution." He said provident institutions must necessarily be good things if only well managed. He lived in the country, and knew that institutions there were not well managed, and people were looking forward to the time when the Government should undertake the management of them all, and be really responsible for them. He believed the Law Writers' Provident Institution were acting on the best possible principles. A great number of the members of this Institution might say they got no benefit from it, and were not likely to get any for a great many years. But he would ask those members to ask themselves whether they did not get great peace of mind from the knowledge that when sickness came they would get their regular weekly allowance, and that when superannuation or death comes their families would be provided for? Then a friend of the Institution might say, "I find you are not a self-supporting Institution." But he (Mr. Clabon) replied, "There is a surplus, and without that the thing could not exist." All young societies must have a surplus, and they were now accumulating a reserve fund which the present members would rely upon hereafter; if they did not accumulate a large fund now, he should say at once that they were resting upon a very unsafe basis indeed. He thought the law writers had especial need of a provident institution for themselves, because he feared that law writers did not earn as much as they deserved, and that their earnings were not equally distributed throughout the whole year, and he was afraid the occupation was not so healthful as one could desire. Therefore it seemed to him that an institution of this description was peculiarly required for an occupation of this sort, and called for the support of all connected with the profession. He was glad to see the names of the Lord Chancellor and Vice-Chancellor Wickens in the list of subscribers. In one of the speeches delivered last year he thought he saw that they were looking forward to a Queen's Counsel occupying the chair next year. He hoped they might have him, and then, perhaps, they might get a Vice-Chancellor, and then a Lord-Chancellor, and they would see all the branches of the profession supporting and helping each other. The Solicitors had their society, the Law Clerks had their society—the Barristers had not their society, it was true, but they formed a society in themselves—and it was most right and proper that the Law Writers should have their society. But when he heard the Law Writers in the metropolis estimated at something like 1,000 in number, and found they had only 200 enrolled, he thought there was room for improvement in that respect. He hoped the number of members would increase until this became a prosperous society. He assured them of the sympathy of the Solicitors' branch of the profession. Solicitors felt very much indebted to the Law Writers: they felt that they had to depend upon them very often for what much concerned them (the Solicitors), and they always found very great punctuality, accuracy, and beautiful penmanship, for a great deal of which they (the Solicitors) got the credit. (Applause.)

The SECRETARY then read the list of subscriptions.

The PRESIDENT (Mr. J. S. Phillips), then proposed "The health of the Chairman" which was received with loud applause and acknowledged by Mr. Clabon.

Mr. B. E. THOMSON proposed the health of the President, which was very cordially received.

Mr. PHILLIPS, in returning thanks, observed that many a corporation in the City of London had been founded on a much less substantial basis than this; and, such being the case, who could say that this might not at no very distant period obtain incorporation—(cheers)—have a common seal, and be on an equality with the rest of the City Companies? As their Chairman had said, there was no reason in the world why this Institution should number, not 180 members, but 400, or 500, or 600.

Mr. GEORGE ABRAM and Dr. DUNN, in responding to the toast, "the Treasurer and the rest of the Honorary Officers," stated some particulars respecting the Society, which, having been formed in 1842, was now thirty years old; the annual dinner had been discontinued for twenty-five years, but having been revived two years ago, would not, it was to be hoped, be allowed to drop again. During the last thirty years they had received £8,342 from all sources. Of this sum, £5,366 had been received from the subscriptions of benefit members, £1,381 had been received in donations and subscriptions of honorary members, and £1,595 had been received from interest accruing upon the subscriptions of the benefit members, and upon the donations, making a total of £8,342. The Society had been in a perfectly solvent state, and had actually had, independent of the interest which had accrued from those subscriptions, a balance of over £400. Having been in existence thirty years, they had only had to pay for thirty deaths; of those twenty-three had been members, and seven had been widows or wives of members. To them they had paid £1,110. For cases of sickness they had paid £2,362, and in expenses of management, including printing and every possible expense, a further sum of £1,442, making a total of £4,895. In 1861 the number of members was 85, and the amount of the capital was, in rough figures, £1,794. The number of members at the end of 1871 was 171; the amount of capital was £3,440; so that they had almost exactly, in the last ten years, doubled their members and their capital. (Applause.) In the year 1861 their total

receipts were £294; in the year 1871 their total receipts were £699, somewhat more than double, but not very much over. Their expenses in 1861 were £166, while in 1871 their expenses were £458. They had every reason to look forward with hope to the future. During the last half-year their expenses for sickness had been far in excess of anything they had ever had yet, but their receipts were also increased, and as they were making fresh efforts to obtain more funds, they could afford to have their payments even heavier.

Mr. CHIFFERIEL responded to the toast of "The Visitors," and Mr. HARTSHORN to that of the Stewards; the health of Mr. TERRY, the secretary, was also proposed and acknowledged.

LAW STUDENTS' JOURNAL.

INNS OF COURT.—GENERAL EXAMINATION.

Michaelmas Term, 1872.

The Council of Legal Education have approved of the Rules for the General Examination of the Students (identical with those printed 14 S. J. 841).

An Examination will be held in next Michaelmas Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, an exhibition or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for Examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs, on or before Saturday, the 19th day of October next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, exhibition, or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Wednesday, the 30th day of October next, and will be continued on the Thursday and Friday following.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the Examination.

The Examination by printed questions will be conducted in the following order:—

Wednesday morning, the 30th October, at ten, on Constitutional Law and Legal History; in the Afternoon, at two, on Equity.

Thursday morning, the 31st October, at ten, on Common Law; in the afternoon, at two, on Friday morning, the 1st November, at ten, on Jurisprudence and Civil Law; in the afternoon, at two, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

The Oral Examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the Examination by Printed Questions, except that on the afternoon of Friday there will be no Oral Examination.

The Oral Examination of each student will be conducted apart from the other students; and the character of that Examination will vary according as the student is a candidate for honours, the studentship, the exhibition, or desires simply to obtain a certificate of having satisfactorily passed the General Examination.

The Oral Examination and Printed Questions will be founded on the books below mentioned; regard being had however, to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student has passed the Examination in such a manner as to entitle him to be called to the Bar, the Examiners will principally have regard to the general knowledge of Law and Jurisprudence which he has displayed.

A student may present himself at any number of Examinations, until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination, as a candidate for the studentship or exhibition, but only at the General Examination immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship or exhibition, his name shall not appear in the list.

Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The reader on Constitutional Law and Legal History proposes to examine in the following books and subjects:—

1. Hallam's History of the Middle Ages, chapter 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The concluding chapter of Blackstone on The Progress of the Laws of England.
5. The principal State Trials of the Stuart Period.

Candidates for the studentship, exhibition, or honours will be examined in all the above books and subjects.

Candidates for a pass certificate will be examined in 1 and 3 only, or 2 and 3 only, at their option.

The reader on Equity proposes to examine in the following books:—

1. Hayne's Outlines of Equity, Smith's Manual of Equity Jurisprudence, Snell's Principles of Equity, or Goldsmith's Doctrine and Practice of Equity; Hunter's Elementary View of the Proceedings in a Suit in Equity, part I. (last edition).

2. The cases and notes contained in the first volume of White & Tudor's Leading Cases. The Act to explain the operation of an Act passed in the 17th and 18th years of her present Majesty, c. 113, intituled, An Act to amend the law relating to the administration of deceased persons, 30 and 31 Vict. c. 69. The Act to remove doubts as to the power of trustees, executors, and administrators to invest trust funds in certain securities, and to declare and amend the law relating to such investments, 30 and 31 Vict. c. 132. The Act to amend the law relating to sales of reversions, 31 and 32 Vict. c. 4. The Act to abolish the distinction as to priority of payment which now exists between the specialty and simple contract debts of deceased persons, 32 and 33 Vict. c. 46; and the Married Women's Property Act, 1870, 33 and 34 Vict. c. 93.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for the studentship, exhibition, or honours, will be examined in all the books mentioned in the two classes.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. Joshua Williams on the Law of Real Property. (Eighth edition.)

2. Trust and Mortgage Estates, when comprised in a general devise. *Lord Braybroke* v. *Inskip* (8 Ves. 417), and the Notes of that Case in Tudor's Leading Cases on Real Property, and Conveyancing, pp. 876—899. (Second edition.)

3. The 8 & 9 Vict. c. 106, and the Notes of that Act in Shelford's Real Property Statutes, pp. 618—627. (Seventh edition.)

4. Copyhold Surrenders and Admittances: Scriven on Copyhold tenure, by Stalman: pp. 101—151, and 190—215. (Fifth edition.)

5. Preparation of the Conveyance. Dart's Vendors and Purchasers, Vol. 1, pp. 460—520, (Fourth edition.)

Candidates for the studentship, exhibition, or honours will be examined in all the abovementioned books and subjects; candidates for a Pass certificate, in those under heads, 1, 2, and 3.

The Reader on Jurisprudence, Civil and International Law, proposes to examine in the following books and subjects:—

1. Justinian's Institutes. With Notes by Sanders. Book I.

2. Demangeat. Cours Elementaire de Droit Romain. Tome Premier, Livre Premier. Des Personnes.

3. Austin's Lectures on Jurisprudence, by Campbell. Lecture I., and Lectures XXXV. to XXXIX. inclusive.

4. Code Civil. Arts. 144 to 515.

5. Wheaton's Elements of International Law. Edited by Dana. Part I. Definition, Sources, and Subjects of International Law.

6. Sir Robert Phillimore's Commentaries on International Law. Second Edition. Vol. I., Prefaces, and Part I.

Candidates for the Studentship, Exhibition, or Honours will be examined in all the above Subjects; but Candidates for a Pass Certificate in 1, 3, and 5 only.

The Reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a Pass Certificate will be examined in—

1. The Ordinary Steps and Course of Pleading in an Action.

2. "The Parties to Contracts." Smith's Lectures on Contracts. (Last Edition.) Chap. VIII. and chap. IX. (omitting those portions which concern Joint Stock Companies).

3. The Actions of Trespass, Trover, and on the Case, so far as regards the nature of the Action, the pleadings in it, and the Evidence requisite to support it. (See Selwyn's Nisi Prius, last edition, under the respective titles.)

4. The Law as to Homicide, felonious or dispunishable, Simple Larceny, and Cheating. (See Archbold's Criminal Pleading, seventeenth edition, under the appropriate heads.)

Candidates for the studentship, exhibition, or honours will be examined in the above subjects, and also in—

5. The Law as to Principal and Agent and Partners. (Smith's Mercantile Law, last edition by Dowdeswell), omitting those portions which concern equitable doctrines and decisions. Book I. chaps. 2 and 4).

6. The Law of Bills of Exchange and Bankers' Cheques so far as treated in Byles on Bills and Notes, last edition. Chap. III. as to Cheques, and Chaps. VIII. and XI. so far as concerns Bills of Exchange.

7. Best on the Principles of the Law of Evidence. Fifth Edition. Book II. Part I. Chap. 2, and Part II. Chap. I.] —Instruments of Evidence.

HINDU, MAHOMMEDAN, AND INDIAN LAW.

An Examination will be held in Michaelmas Term, to which a Student of any of the Inns of Court will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs on or before Saturday, the 19th day of October next.

The Examination will commence on Monday, the 28th day of October next, and will be continued on the Tuesday following.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The Examination will be conducted in the following Order:—

Monday Morning, the 28th October, at Ten o'clock, on Hindu Law. In the Afternoon, at Two o'clock, on Mahommedan Law.

Tuesday Morning, the 29th October, at Ten o'clock, on the Penal Code, Act No. XLV. of 1860; The Criminal Procedure Code, Act No. X. of 1872; The Contract Act of 1872. In the Afternoon, at Two o'clock, The Civil Procedure Code, Act No. VIII. of 1859; The Indian Succession Act, No. X. of 1865; and The Evidence Act of 1872.

The Oral Examination on Hindu Law will be conducted in the Forenoon of Monday, the 28th October, and the Oral Examination on Mahommedan Law in the Afternoon of the same day. The Oral Examination on the Penal Code, and Criminal Procedure Code, and the Contract Act will be conducted in the forenoon of Tuesday, the 29th October, and the Oral Examination on the Civil Procedure Code, the Indian Succession Act, and the Evidence Act, in the Afternoon of the same day.

The Oral Examination of each Student will be conducted apart from the other Students.

The Oral Examination and Printed Questions will be founded on the following books:—

I. *Hindu Law.*

Recent Treatises on the Law of Inheritance.

Titles—

"Adoption," "Partition."

Dhurm Dass Panday v. *Mussumat Shama Soondri*, 3 Moore's In. Ap. 229; *Rungama* v. *Atchama*, 4 *ib.* 1; *Abraham* v. *Abraham*, 9 *ib.* 195.

Menu's Institutes, ch. ix.

II. *Mahommedan Law.*

Recent Treatises on Mahommedan Law.

Titles—

"Illegitimacy."

"The Order of Succession according to the Soonee School."

"Legal Sharers."

"Residuaries and Distant Kindred."

Hedaya. Title, "Shoffaa."

III. *Laws in Force in British India.*

The Penal Code.

The Criminal Procedure Code of 1872.

The Contract Act, 1872.

Civil Procedure Code, ch. iii.

The Indian Succession Act, chs. xiii. to xxxvii. inclusive.

The Law of Evidence Act, 1872.

Field's Law of Evidence. Ed. 1872.

MICHAELMAS EDUCATIONAL TERM, 1872.

PROSPECTUS OF THE LECTURES to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on—

The Constitutional and Legal History of England during the Reigns of the Tudor Sovereigns.

With his Private Class the Reader proposes to take the following subjects:—

1. Hallam's Constitutional History, down to the accession of Charles the Second.

2. Broom's Constitutional Law, down to the end of the *Case of Shipmoney*.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

1. On the Origin and Nature of the Feudal System of Government, the Private Jurisdictions to which it gave rise, and their Influence on Judicial Procedure in England.

2. On the Establishment and History of the Court of Chancery.

3. On the Custody of the Great Seal.

4. On Pleadings in the Court of Chancery.

An Advanced Course.

1. On the Jurisdiction in Lunacy.

2. On Relief in Equity against Actual Fraud.

3. On Relief against Constructive Fraud.

In the Elementary Private Class the subjects explained will be—The Creation and Incidents of Express Trusts in Real and Personal Estate.

In the Advanced Private Class the Lectures will comprehend—Voluntary Conveyances and Donationes Mortis Causa.

THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

1. On the Origin, Development, and Decline of Feudal Tenures.

2. On the Acts to further Amend the Law of Real Property (22 & 23 Vict. c. 35, and the 23 & 24 Vict. c. 38).

Advanced Course.

1. On the Points of Contrast between Feudal Tenures and those recognised in the Modern Law, the History of the Substitution of the One for the Other, and the Existing Relics of Feudalism.

2. On Voluntary Settlements.

In the elementary private classes, the Reader will endeavour to go through a course of Real Property Law, using as a text-book Mr. Joshua Williams' Principles of the Law of Real Property; and in his Advanced Private Classes he will

examine and comment upon cases selected from Mr. Tudor's Leading Cases on Real Property and Conveyancing.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law proposes to deliver, during the ensuing Educational term, six public lectures on—

1. Jurisprudence and Legislation: their Definitions and Provinces.
2. The study of the Roman Law as the basis of Scientific Legal Education.
3. The influence of the Roman Law upon the Principal Systems of Modern Law, and particularly upon those of England and her Colonies.
4. The Early History of the Roman Law.
5. International Law: its Definitions and Sources.

The Reader proposes to commence courses in the subjects of his Readership.

Jurisprudence.—The text-books will be Austin's Lectures on Jurisprudence, by Campbell, and the Theory of Legislation, by Bentham, translated from the French of Dumont by Sheldreth. (Trübner, 1871.)

Roman or Civil Law.—The Reader will discuss the Law of things in the order of the Second Book of the Institutes, using Sandars' edition of what work, and will contrast the Roman with the English and French Law upon that head.

The Reader will refer to the Corpus Juris Civilis, using the edition of Kriegel, and the principal German and French writers upon Roman Law.

International Law.—The Reader will discuss the Doctrines laid down in the Text and Notes to Part First of Wheaton's International Law (editions of Dana and Lawrence), and of Part First of Sir Robert Phillimore's Commentaries on International Law (second edition).

The Reader will also refer to the works of the principal modern Jurists, the decisions of the Admiralty and Prize Courts of England and America, the Debates in Parliament, and State Papers relating to the matters under discussion.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the following subjects:—

Elementary Course.

1. The Co-ordinate Jurisdiction of the Three Superior Courts of Law, and how it is exercised.
2. The Ingredients in Contract Tort and Crime respectively considered and compared.
3. The Rules of Evidence ordinarily applied in Courts of Law.

Advanced Course.

1. The Remedy by Action—when available.
2. The Pleadings in an Action.
3. Proofs adducible at Nisi Prius and their Relevancy to Particular Pleadings.

With his Private Classes the Reader will consider in detail the subjects above set forth, using for reference the following books:—

Elementary Class.—Broom's Commentaries on the Common Law (last edition); Smith's Leading Cases (last edition); Best on the Principles of the Law of Evidence (fifth edition).

Advanced Class.—Bullen and Leake on Pleading, and the books above mentioned.

LAWS IN FORCE IN BRITISH INDIA.

The Reader on Hindu and Mahommedan law, and the laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of six public lectures on the following subjects, viz.:—

Hindu Law.

1. Introductory Lecture.
2. Introductory Lecture—continued.
3. Adoption.
4. Succession and Inheritance.
5. Succession and Inheritance—continued.
6. Partition.

In the Private Class the Reader will discuss minutely and in detail the subjects embraced in his Public Lectures, illustrating them by decided cases.

BLIC COMPANIES.

GOVERNMENT FUNDS.

r QUOTATION, July 25, 1872.

3 per Cent. Con.	Annuities, April, '85
Ditto for Accour. 1,92⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Redu.	Ex Bills, £1000, — per Ct. 2 pm
New 3 per Cent.,	Ditto, £500, Do —2 pm
Do. 3¼ per Cent. '94	Ditto, £100 & £200, —2 pm
Do. 2½ per Cent. 94	Bank o England Stock, 4½ per
Do. 5 per Cent., 73	Ct. (last half-year) 245
Annuities, Jan. '8	Ditto for Account.

INDIA GOVERNMENT SECURITIES.

India Stk., 10½ p C. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account,	Ditto, 5½ per Cent., May, '79 107
Ditto 5 per Cent., 109½	Ditto Debentures, per Cent.,
Ditto for Account,	April, '64 —
Ditto 4 per Cent., 106½	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certifs —	Do. Bonds, 4 per Ct., £1000
Ditto Enfaced Ppr. Cent. 96½	Ditto, ditto, under £1000

RAILWAY STOCK.

	ways.	Paid.	Closing Prices.
Stock	Bristol and Exet	100	109
Stock	Caledonian	100	114
Stock	Glasgow and Sou estern	100	124
Stock	Great Eastern Or y Stock	100	49
Stock	Great Northern	100	140
Stock	Do., A Stock*	100	164½
Stock	Great Southern an stern of Ireland	100	114
Stock	Great Western—Oal	100	113
Stock	Lancashire and Yo re	100	155
Stock	London, Brighton, South Coast	100	72½
Stock	London, Chatham, Dover	100	24½
Stock	London and North ern	100	148½
Stock	London and South ern	100	107½
Stock	Manchester, Sheffield Lincoln	100	75
Stock	Metropolitan	100	57½
Stock	Do., District	100	29⅜
Stock	Midland	100	145
Stock	North British	100	73
Stock	North Eastern	100	166
Stock	North London	100	130
Stock	North Staffordshire	100	81
Stock	South Devon	100	69
Stock	South-Eastern	100	100

* A receives no dividend il 6 per cent. has been paid to B.

MONEY MARKET D CITY INTELLIGENCE.

The markets have been ticeably stronger this week. The new French Loan has en dealt in by anticipation at a premium of 1½. The di unt demand at the Bank has been large, and it seems ely to be uncertain until the French Loan is issued. The eature of the week has been the commencement of opera ns by an American Confederation, who have, it is stat, come to England for the express purpose of endeavouring to depreciate Erie shares. Their efforts have been attend with a slight beginning of success, but need alarm none o can afford to wait.

AN INTERNATIONAL CODE.

By request of the British Association for the Promotion of Social Science, Mr. David Iddley Field has prepared the outlines of an International ode, which is intended to embody whatever is good in the resent body of the public law, and also such alterations a amendments as seem desirable, to harmonise conflicting doctrines, and moderate harsh and oppressive rules. This work, after a careful and thorough revision and amendmet, upon discussion at a future meeting of the associationit is intended shall be submitted to the leading civilised nations, in the hope of its being, at some time, by their special compact, in joint or concurrent treaties, received and adopted for the government of the nations, and their members in their relations with each other.

The code is divided into two books: The first, which is now published, treats of the relations of nations and of their members, in time of peace. The second, which it is understood will be published in a few months, will treat of the modifications in the relations of nations and of their members produced by a state of war. In the first book there are seven hundred and two articles: being concise statements of the principles of the law, classified and arranged in systematic order. In the first part are defined the sovereignty, equality, perpetuity, territory, property,

and domain of nations; the commons of navigation, discovery, colonisation, and fishery; intercourse of nations, and the rights and immunities diplomatic agents; the right of asylum, and the duty extradition. The second part contains the rules gover the relations of a nation to the persons and property o members of other nations; for example, the rules as tional character domicile, national jurisdiction; the s of foreigners in, respect of residence, occupation, rn, and property; and their duties in respect to obed to the laws, civil and military service, and taxatic hen follow uniform commercial regulations; xample, rules of navigation, restrictions as to its, the imposition and limit of quarantine, right ommunication by telegraphs, protection of pate trade-marks, and copyrights, embracing also sys of international currency, weights and measures-signals, and rules for reckoning longitude and , and provisions for the peaceful settlement of inte onal disputes. The articles under the head of "Priv nternational Law" declare the private rights of pe and property, embracing transfer, succession, an ll, and specify the obligations of contracts, and defi judicial power of nations in civil and criminal case rules of procedure and evidence, and, finally, the r as to divorce, bankruptcy and insolvency, and admi.

The greater part of the provis are founded upon the settled usages of nations, u treaties and judicial decisions of present authority, the opinions of jurists; but such as are not statem of settled law are certainly dictated by justice d reason, as appears from the exposition followng article, of the principles upon which they are suggest This necessarily brief review must fail to give a true nception of the comprehensive plan of the work, whic hibits in every part the various research and sound jud ent of the learned author. The numerous alterations an endments of the public law recommended by Mr. Fie will commend themselves to the attention of the public For the opinions of public jurists "formed without preice, upon subjects which they have carefully studied, er circumstances the most favourable to an impartial gment, cannot but be considered as entitled to the best respect. The maxims laid down by them are uninced by national prejudices or particular interests: the eason upon great principles, and with enlarged views of e welfare of nations; and by comparing the results of ir own reflections with the lessons taught by the xpence of preceding ages, they establish that system wh they consider as of the greatest utility, and of t most general application."—*American Law Register.*

The European Assurae Society Arbitration Bill received the Royal assent Thursday. Lord Westbury is the arbitrator named.

The death is announce of Sir William Hartigan Barrington, Bart., which took pce at Limerick on the 14th July, at the age of fifty-seven ears. He was the elder son of the late Sir Matthew Barrington, the second baronet, who was Crown Solicitor of Muster from 1832 till his demise in 1861, by his marriage vth Charlotte, daughter of William Hartigan, Esq., of Dubn. As he leaves no son, the title and Limerick estates devolve on his next brother, Mr. Croker Barrington, a solicitor of Dublin. Sir Croker Barrington was born in July, 1817, and was married, in 1845, to Anna Felicia eldest daughter of the late John Beatty West, Esq., M.. for Dublin, by which lady he has a family of four sons an five daughters. One of Sir Croker's sisters is the wife of George May, Esq., Q.C., of Dublin; and another is marred to Hewett P. Jellett, Esq., Q.C., Chairman of Quarter Sessions for King's County.

HIGHWAY STATISTICS.—The returns rendered to the Home Office from 17,442 parishes, townships, &c., show that in 1870 the highway receipts in 15,442 places in England and Wales comprised £1,329,962 from rates or assessments, £14,871 by team labour performed in lieu of rates, £1,964 from other work in lieu of rates, £16,886 from turnpike trusts; money borrowed and other receipts brought the total to £1,394,320. The expenditure reached £1,398,070, and comprised £532,301 for manual labour, £212,420 for team labour, £379,095 for materials, £63,338 tradesmen's bills, £2,352 law charges, £30,767 improvements, £98,552 salaries, &c., £22,986 to turnpike trusts, £1,888 interest of debt. The above two items for work done in lieu of rates appear also in the items of expenditure. The returns for highways in districts under the recent Highway Acts are for the year 1870, but the other returns are for the year ending at Lady-day, 1870. The "districts" are 336, rateable value £28,774,617, length of highways 58,839 miles, and their share of the £1,320,962 received from rates or assessments was £728,081.—*Times.*

BIRTHS AND MARRIAGES.

BIRTHS.

RAWLINSON—On July 20, at 24, Prince's-square, the wife of Thomas Rawlinson, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.

TAHOURDIN.—On July 18, at St. John's-road, Putney, the wife of R. Tahourdin, Esq., of a daughter.

MARRIAGES.

COPP—GUILLAUME—On July 24, at Kingston on-Thames, Surrey, Alfred Evelyn Copp, of 37, Essex-street, Strand, and Wimbledon, solicitor, to Martha, second daughter of Edward Guillaume, Esq., of Wimbledon, and 186, Fleet-street, London.

LEDGARD—EDWARDES—On July 18, at St. Stephen's Church, South Kensington, Frederic Thomas Durell Ledgard, of the Inner Temple, barrister-at-law, to Mary Dyer, e dest daughter of Thomas Dyer Edwardes, Esq., of 5, Hyde-park-gate, Kensington-gore, and Park-crescent, Worthing.

MESSITER—MALIM—On July 23, at St. Saviour's, Pimlico, Frederic Messiter, solicitor, of Handsworth, to Mary Isabel, eldest daughter of Alfred Malim, of 46, Claverton-terrace.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, July 19, 1872.

UNLIMITED IN CHANCERY.

Hoylake Railway Company.—Petition for winding up, presented July 18, directed to be heard before Vice Chancellor Malins on July 27. Ashurst & Co, Old Jewry, solicitors for the petitioner

Wiltshire Railway Company.—Petition for winding up, presented July 16, directed to be heard before the Master of the Rolls on Saturday, July 27. Still and Son, New-sq, Lincoln's-inn, solicitors for the petitioners.

LIMITED IN CHANCERY.

British Guardian Life Assurance Company (Limited), formerly called the National Widows' Life Assurance Fund (Limited).—Petition for winding up, presented July 17, directed to be heard before Vice Chancellor Malins on July 27. Andrew and Atkins, George-yard, Lombard-st, solicitors for the petitioner.

TUESDAY, July 23, 1872.

LIMITED IN CHANCERY.

Carribean Company (Limited).—Vice Chancellor Malins has, by an order dated July 1, appointed Robt Allan McLean, 3, Lothbury, to be provisional official liquidator.

Friendly Societies Dissolved.

FRIDAY, July 19, 1872.

Brotherly Union Society, Friendly Inn, Bridge-st, Leeds. July 17

Yatton Friendly Society, Yatton, Somerset. July 17

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 19, 1872.

Gouldsmith, Woolley Simpson, Markham sq, Chelsea, Dyer. July 31, Early v Gouldsmith, V.C. Wickens. Crosse, Bell yd, Doctors' commons

Harrison, John, Mixbrough, York, Wine Merchant. Sept 30. Birks v Silverwood, V.C. Malins. Broomhead, Sheffield

Howell, John, Cadogan pl, Esq. Sept 30. Thomas v Howell, V.C. Malins. Merriman and Pike, Austin Friars

Jackson, Robt Gardiner, Heigham, nr Norwich, Gent. July 31. Matthew v Jackson, V.C. Malins. Golding, Walsham-le-Willows

Meldola, Raphael, Grafton ter, Green st, Victoria pk, Surgeon. Sept 2. Meldola v Portbury, M.R. Sampson and Co, Finsbury circus

Moseley, Rev Wm Willis, Harlingham lane, Fulham. Sept 2. Nugent v Moseley, M.R. Belward, Southampton st, Bloomsbury

Ommanney, John, Portsmouth, Hants, Mariner. Nov 2. Sparkes v Ommanney, M.R.

Sambrook, Thos, Holborn, Brushmaker. Aug 15. Slee v Sambrook, V.C. Malins. Lydall, Southampton bldgs, Chancery lane

TUESDAY, July 23, 1872.

Hazzledine, John, Clay Cross, Derby, Joiner. Sept 30. Coldron v Hopkinson, V.C. Malins. Bunting, Chesterfield

Ritson, Danl, Lpool, Master Mariner. Sept 29. Ritson v Ritson, V.C. Malins. Baxter, Lpool

Welch, Stephen John Welch Fletcher, Paris, France, Esq. Oct 1. Re Welch, V.C. Wickens. Druce, Billiter sq

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 19, 1872.

Atkinson, John Dickinson, Gibraltar, Captain 36th Reg. Sept 12. Venning and Co, Tokenhouse yd
Ashton, John, Charlesworth, Derby, Foreign Merchant. Sept 24. Heywood, Manch
Brown, John, Bevis Marks, Whitesmith. Aug 20. Harris, Bishopsgate churchyard
Chandler, Anna, Staines, Middx, Spinster. Sept 2. Wheatly, New inn, Strand
Clark, John Foster, Bury St Edmonds, Gent. Oct 11. Cardinall, Halstead
Cooper, Robt, Wellington quay, Northumberland, Agent. July 25. Hoyle and Co, Newcastle-upon-Tyne
Eales, Wm, Hartlepool, Durham, Gent. Aug 30. Todd, Hartlepool
Elleray, Emma, Cartmel, Lancashire, Spinster. Aug 1. Harrison and Reveley
Elleray, Isabella, Cartmel, Lancashire, Spinster. Aug 1. Harrison and Reveley
Elwes, Jas Marianne, Walland Carey, Devon, Widow. Sept 30. Tilleard and Co, Old Jewry
Ginn, Chas, Brunswick pl, Brook st, Upper Clapton, Carpenter. Oct 1. Heath and Parker, St Helen's pl
Harris, Chas, Hove, Sussex, Esq. Aug 31. Boxall, Brighton
Haworth, Jesse, Huddersfield, York, Innkeeper. Sept 1. Owen, Huddersfield
Hop, John, Halifax, York, Coach Builder. Sept 1. Walker, Halifax
Johnson, Robt, Newcastle-upon-Tyne, Painter. Aug 13. Story, Newcastle-upon-Tyne
Johnson, Chas, Wigan, Lancashire, Watchmaker. Aug 10. Wright
Johnson, Joseph, Nottingham, Licensed Victualler. Aug 23. Heath, Nottingham
Judkin, Anne, Euston sq, Widow. Sept 2. White and Co, Gt Marlborough st
Laybourne, Augustine, Bishopsgate st Without, Ironmonger. Aug 20. Harris, Bishopsgate churchyard
Lyon, David, South st, Park lane, Esq. Aug 31. Walker and Co
Maunsell, Garnett Philip, Kentish Town rd, Batchelor. Sept 17. Gedge, Old Palace yd, Westminster
Myers, Geo, Lpool, Coachbuilder. Sept 10. Miller and Co, Lpool
Newlands, John, Lpool, Shipowner. Sept 10. Miller and Co, Lpool
Norman, John, York, Lieut-Col. Aug 27. Noble, Lendal, York
Robinson, Matthew, Sunderland, Durham, Shipowner. Aug 10. Tilley, Sunderland
Robson, Wm, Newcastle-upon-Tyne, Fire Brick Manufacturer. Aug 31. Hoyle and Co, Newcastle-upon-Tyne
Stallibrass, John, North Weald, Bassett, nr Harlow, Essex, Farmer. Aug 19. Smith and Son, Furnival's inn, Holborn
Stott, Richd, Hulme, Manch, Innkeeper. Sept 24. Heywood, Manch
Tait, David, Esthwaite Lodge, Lancashire, Farm Bailiff. Sept 1. Carrick, Wigton
Todd, Wm John, Bushey, Hertford, Clerk. Oct 10. Rogers and Sons. Westminster chambers, Victoria st
Tweedy, Thos, Thirsk, York, Retired Merchant. Aug 15. West, Thirsk
Walsh, Jas Arrowsmith, Little Bolton, Lancashire, Professor of Music, Aug 17. Ryley, Bolton
White, Edwd, Cropwell Bishop, Notts, Plumber. Aug 23. Heath, Nottingham
Wills, John, Little Bampton, Cumberland, Yeoman. Sept 1. Carrick, Wigton
Wood, Hy, Thornton-le-Fen, Lincoln, Farmer. Oct 11. Staniland and Wigelsworth, Boston

TUESDAY, July 23, 1872.

Barker, Eliz, Pannal, York, Widow. Aug 12. Powell, Harrogate
Barton, Jas, Aspull, Lancashire, Labourer. Sept 18. France, Wigan
Bennett, John, Clifton, Lancashire, Auctioneer. Aug 31. Pomsonby, Oldham
Brown, Thos, Hobart Town, Tasmania. April 20, 1873. Masterman and Hughes, Austin Friars
Dickens, Sydney Smith, Lieut. of H.M.'s Ship "Topaze." Dec 31. Richardson and Sadler, Golden sq
Edmond, Solomon Callis, North Newbald, York, Farmer. Oct 1. Robinson and Son, Beverley
Forbes, John, Pembridge villas, Esq. Aug 17. Brundrett and Co, King's Bench walk, Temple
Gill, Jas, Probus, Cornwall, Cattle Dealer. Sept 2. Chilcott, Truro
Gooney, Stephen, Northampton. Sept 14. Rands, Northampton
Godden, Chas, Sherborne, Hants, Gent. Sept 7. Godden, Fenchurch st
Hanesworth, Thos, Little Bolton, Lancashire, Hatter. Aug 17. Ryley, Bolton
Harris, Chas, Hove, Sussex, Esq. Aug 31. Boxall, Brighton
Harrold, Wm Hy, Utterby, Lincoln, Esq. Aug 1. Wilson and Son, Louth
Hewitson, Mary Eleanor, Brunswick pl, Stoke Newington rd, Widow. Aug 15. Gill, Cheapside
James, Geo, Gretton, Gloucester, Gent. Aug 10. Smith, Cheltenham
Jones, Robt, Perthewig, Denbigh, Farmer. Nov 1. Louis, Ruthin
Judkin, Anne, Euston sq, Widow. Sept 2. White and Co, Gt Marlborough st
Keeling, Thos, Shelton, Stafford. Oct 16. Blakiston and Everett, Shelton
Martinez, Andres Ysidro Breton, Morley's Hotel, Charing Cross. Sept 30. Hume & Bird, Gt James st, Bedford-row
Moore, Thos, Lower Tooting, Surrey. Sept 29. Wild & Co, Ironmonger lane
Richmond, Jas, Burnley, Lancaster, Cotton Manufacturer. Aug 19. Southern, Burnley
Schaaf, Hy, Mornex, Haute Savoie, France, Esq. Sept 9. Roy and Cartwright, Lothbury
Selby, Prideaux, Paston, Northumberland, Esq. Nov 2. Cholmley & Co, Lincoln's inn fields
Shenton, John, Clifton, Rotherham, York, Glass Manufacturer. Sept 3. Hoyle & Son, Rothorham
Sigsworth, Wm, Nunnington. Sept 1. Pearson, Helmsley
Smith, Robt, Woodnewton, Northampton, Gent. Sept 1. Brown and Atter, Peterborough
Spring, Catherine Hilton. Aug 24. Charsley, Beaconsfield
Sutherberry, Wm Lawrence, Bootle-cum-Linacre, Lancaster, Shipwright. Sept 30. Duncan & Co, Lpool
Taplin, Thos, Leatherhead, Surrey, Gent. Sept 30. Meikle, Verulambdgs, Gray's inn
Tweedy, Thos, Thirsk, York, Retired Merchant. Aug 16. West, Thirsk

Bankrupts.

FRIDAY, July 19, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Macleon, Murdock, Go'd Hawk-ter, Shepherd's Bush, late Officer 42nd Highlanders. Pet July 16. Murray. July 30 at 1

To Surrender in the Country.

Caudwell, Fras, Chesterfield, Derby, Miller. Pet July 17. Wake. Chesterfield, July 31 at 12
Chester, Thos, York, Commercial Traveller. Pet July 17. Wake. Sheffield, July 31 at 12
Conchar, Jas, Leicester, Draper. Pet July 17. Ingram. Leicester, July 30 at 12
Frost, W. E, Dry Drayton, Cambs. Pet July 16. Eaden. Cambridge, July 31 at 12
Hillary, Josiah, Winchester, Hants, Ironmonger. Pet July 15. Thorndike. Southampton, Aug 3 at 12
Lewis, Richd, Lpool, Licensed Victualler. Pet July 17. Watson. Lpool, July 31 at 2
Newson, John, Lowestoft, Suffolk, Butcher. Pet July 12. Diver. Gt Yarmouth, Aug 2 at 1
Peck, Thos, Usk-rd, New Wandsworth, Licensed Victualler. Pet July 16. Willoughby. Wandsworth, Aug 14 at 10

TUESDAY, July 23, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Jewell, Wm, Essex-rd, Islington, Cabinet Manufacturer. Pet July 19. Roche. Aug 18 at 11
Robinson, Jas Hamilton, Leadenhall-st, Merchant. Pet July 18. Murray. Aug 6 at 11

To Surrender in the Country.

Blomeley, Jonathan, Heap Bridge, nr Bury, Lancashire, out of business. Pet July 19. Holden. Bolton, Aug 13 at 10
Fletcher, Geo, Tyne Dock, Durham, Butcher. Pet July 20. Mortimer. Newcastle, Aug 8 at 12
Selby, Wm, Nottingham, Lace Manufacturer. Pet July 20. Patchitt. Nottingham, Aug 7 at 10
Solomon, Solomon, Manch, Tailor. Pet July 18. Halton. Manch, Aug 8 at 9.30

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 19, 1872.

Axam, Saml, Mansion st, Camberwell, Builders. Aug 2 at 3, at offices of Butcher, Cheapside
Binns, Abraham, Wood Top, Burnley, Lancashire, Grocer. Aug 7 at 3, at offices of Addleshaw, King st, Manch
Bolton, Geo, Preston, Lancashire, Grocer. July 31 at 11, at offices of Forshaw, Cannon st, Preston
Bradbury, Wm, Wednesfield, Stafford, Comm Agent. July 31 at 11, at offices of Barrow, Queen st, Wolverhampton
Bretherton, Edwd, Birkenhead, Cheshire, Attorney-at-Law. July 31 at 3, at office of Moore, Duncan st, Birkenhead
Bridgett, Geo, Nottingham, Yarn Agent. Aug 5 at 12, at offices of Heath, St Peter's Church walk, Nottingham
Calisher, Bertram Jas, York chambers, St James's st, Financial Agent. Aug 1 at 3, at offices of Easton, Clifford's inn, Fleet st
Clayton, Hy, Bradford, York, Packer. July 31 at 3, at offices of Taylor and Co, Piccadilly, Bradford
Collins, Robt Nelson, Walbrook, Druggist. Aug 1 at 12, at office of Warwick, Bucklersbury. Clennell
Cornish, Andrew, Birm, out of business. July 31 at 2, at offices of Buller and Pearse, Moor st, Birm
Dixon, Peter Jas, John Dixon, and Joseph Forster, Carlisle and Manch, Cotton Spinners. July 30 at 2, at the County Hotel, Carlisle. Nanson and Clutterbuck
Edge, Thos (and not Edye), Walsall, Stafford, Cutter. July 23 at 3, at 133, Lichfield st, Walsall. Stubbs, Birm
Elston, John, Birm, Butcher. Aug 1 at 12, at offices of Hawkes, Temple st, Birm
Emson, Wm, East Markham, Notts, Horsebreaker. Aug 9 at 12, at offices of Marshall and Son, Retford. Beseeby, East Retford
Evans, David, Neuadd Cottage, Llanybyther, Carmarthen, Draper. Aug 12 at 11, at offices of Lloyd, High st, Lampeter
Fairweather, Robt Hyne, Callington, Cornwall, Wine Merchant. Aug 6 at 11, at the Mount Pleasant Hotel, Plymouth. Peter, Jun, Callington
Gallini, John Andrew, Ipswich, Suffolk, Attorney's Clerk. Aug 6 at 4, at offices of Jennings, Falcon st, Ipswich
Haigh, Geo, Leeds, Grocer. Aug 6 at 3.30, at offices of Fawcett and Malcolm, Park row, Leeds
Harrison, John, Wolverhampton, Stafford, Cabinet Maker. July 31 at 3, at offices of Stratton, Queen st, Wolverhampton
Hedley, Geo, Blackhill, Durham, Grocer. July 26 at 2, at offices of Joel, Market st, Newcastle-on-Tyne
Huddelston, Saml, Dalton-in-Furness, Lancashire, Brewer. Aug 2 at 3, at offices of Woodburne and Poole, Ulverston
Hughes, Richd, Aber, Carnarvon, Mason. July 29 at 2, at the Albion Hotel, High st, Bangor. Roberts, Bangor
Hyde, Thos Richardson, Peterborough, Northampton, Tailor. Aug 1 at 11, at the Wentworth Hotel, Wentworth st, Peterborough. Smedley, Peterborough

Johnson, John, Gt Grimsby, Grocer. July 31 at 11, at offices of Grange and Wintringham, West St Mary's gate, Gt Grimsby
Kay, Jas, Peasley Cross, St. Helen's, Lancashire, Joiner. Aug 9 at 3, at office of Gibson and Bolland, South John st, Lpool. Beasley and Oppenheim, St Helen's
Keepence, Chas, Plaistow, Essex, Builder. July 31 at 12, at offices of Bastard, Brabant ct
Lees, Wm, Leeds, Boot Manufacturer. July 31 at 12, at offices of Fretson, Park row, Leeds
Little-john, Peter, King Edward st, Westminster bridge rd, Comm Agent. July 29 at 12, at offices of Marshall, Hatton gdn
Lucking, Thos Simmonds, Lower Tottenham, Clothier. July 31 at 3, at offices of Mason, King st, Cheapside
Mason, Fredk, Walworth rd, Tobacconist. Aug 2 at 3, at 46, Southampton bldgs, Holborn. Preist, Buckingham st, Strand
Miller, Robt, Willoughby ter, Park, Tottenham, Warehouseman. July 29 at 2, at offices of Tilley and Shenton, Finsbury pl South
Mills, Nathaniel, Birm, Commercial Clerk. July 31 at 12, at offices of Pole, Bennett's hill, Birm
Newman, Edwd, Northam, Hants, Beer Retailer. Aug 2 at 3, at office of Killby, Portland st, Southampton
Newton, Jas, jun, Durham, Greengrocer. Aug 5 at 11, at office of Salkeld, Market pl, Durham
Perry, Wm, Acton st, Clerkenwell, Timber Merchant. July 31 at 3, at offices of Lawrance and Co, Old Jewry chambers
Pringle, John, Jarrow-on-Tyne, Durham, Grocer. July 30 at 2, at Watkin's Royal Exchange Hotel, Grey st, Newcastle-upon-Tyne. Purvis, South Shields
Ross, John, Netley, Hants, Brewer. July 30 at 1, at offices of Jones and Co, Finsbury circus. Peacock and Goddard, South sq
Rushworth, David, Shipley, York, Butcher. Aug 2 at 3, at offices of Mossmann, Bold st, Bradford
Salter, Joseph, Luton, Bedford, Grocer. Aug 1 at 3, at 145, Cheapside, Piesse and Son, Old Jewry chambers
Sanders, Fredk Alex, Ryde, I of W, Grocer. July 26 at 2, at 14, King's rd, Gray's inn. Urry, Ryde
Shapcott, Saml, Exeter, Dyer. Aug 5 at 11, at the Castle Hotel, Castle st, Exeter. Floud, Exeter
Silverthorn, Chas, sen, Baroness rd, Hackney rd, Boot Manufacturer. Aug 3 at 2, at the Masons' Hall Tavern, Mason's avenue, Basinghall st
Smith, Chas, Fenchurch st, Coal Merchant. Aug 1 at 2, at offices of Hillearys & Tunstall, Fenchurch bldgs
Spackman, John, Wroughton, Wilts, Beerhouse Keeper. Aug 3 at 12, at offices of Kinneir & Tombs, High st, Swindon
Stedman, Eliz, Clifton st, Wandsworth rd, Baker. Aug 9 at 1, at office of Knox, Newgate st
Stockman, Fredk, Gosport, Southampton, Chemist. July 31 at 11, at office of Edmonds & Co, St. James's st, Portsea. Stening, Portsea.
Tinley, Chas, Clay Cross, Derby, Painter. July 31 at 1, at office of Jones, High st, Chesterfield
Touzeau, Rosalie, Lpool, Stationer. July 31 at 2, at the Clarendon Rooms, South John st, Lpool. Smith
Towler, Geo, Brandon, Suffolk, Comm Agent. July 31 at 3.30, at office of Sadd, Church st, Theatre st, Norwich
Trickett, John, Sheffield, Scissor Manufacturer. July 31 at 4, at offices of Auty, Queen-st, Sheffield
Weaber, Hy, Grove rd, Upper Holloway, out of business. July 30 at 2, at offices of Berridge, High st, Marylebone
Welch, Wm Hy, Cheetham hill, nr Manch, Bookbinder. Aug 1 at 3, at offices of Warner, Princess st, Manch
Wells, Saml Mason, Bedford, Ale Merchant. Aug 1 at 2, at the Guildhall Coffee house. Stimson, Bedford
White, Wm, Ashover, Derby, Machine Maker. Aug 10 at 11, at the Rutland Arms, Matlock Bath. Neale, Matlock
Williams, David Martin, Olney, Buckingham, Surgeon. Aug 2 at 3, at the Bull Inn, Olney. Bull
Worthington, Isaac, Bolton, Lancashise, Slater. July 30 at 3, at office of Dawson, Exchange st East, Bolton
Young, Chas May, Coburg rd, Old Kent rd, Bricklayer. Aug 1 at 11, at offices of Buchanan, Basinghall st

TUESDAY, July 23, 1872.

Appleton, John, Longsight, Lancaster, File Manufacturer. Aug 7 at 3, at offices of Grundy and Coulson, Booth st, Manch
Batch, Jacob Peter, Addington sq, Camberwell, Stone Merchant. Aug 5 at 12, at offices of Gibson, High st, Sittingbourne
Binns, Abrsham Burnley, Lancashire, Grocer. Aug 7, at the Swan Hotel, Burnley (in lieu of the place originally named)
Blee, Jules, Glasshouse-street, Hotel Keeper. Aug 2 at 1, at offices of Davies & Co, Warwick st, Regent st
Bromhead, Joseph Sykes, South Grove, Peckham, Gas Engineer. Aug 14 at 3, at offices of Smith, Poultry. Noton, Gt Swan Alley, Moorgate st
Connell, Thos, Manch. Plasterer. July 26 at 11, at offices of Bunting and Bingham, Carlton bldgs, Cooper st, Manch
Crabtree, Abraham, Hebden Bridge, York, Ironfounder. Aug 9 at 11.30, at the White Hart Hotel, Todmorden. Eastwood, Todmorden
Croydon, Jas, and Ebenezer Croydon, Bristol, Carriers. July 31 at 11, at offices of Miller, Whitson chambers, Nicholas st, Bristol
Dashwood, Alfred, and Horace Dashwood, Finsbury pl, Finsbury, Tea Dealers. Aug 6 at 2, at offices of Walker, Abchurch lane
Day, Robt Ladbroke, Portswood, Southampton, Esq. Aug 8 at 12, at office of Green, Portland pl, Southampton
Dillistone, John, Ramsgate, Kent, Florist. Aug 5 at 12, at Anderton's Hotel, Fleet st. Gibson
Dudley, Saml, Walsall, Stafford, Glass Dealer. Aug 3 at 11, at offices of Glover, Park st, Walsall
Eastwood, John Wm, Penistone, York, Shopkeeper. Aug 6 at 12, at office of Parker, Regent st, Barnsley
Elkan, John, Harton garden, Shipper. Aug 3 at 12, at office of Longcroft, Lincoln's inn fields
Enever, John Tredegar sq, Mile End rd, Bricklayer. Aug 7 at 11, at office of Paterson and Co, Bouverie st, Fleet st
Evans, John Wm, and Wm Wilkinson, Ironmonger row, St Luke's, Box Manufacturers. July 31 at 12, at offices of Barton and Drew, Fore st
Foster, Wm Sewell, Flixton, Lancaster, Railway Clerk. Aug 5 at 3, at offices of Sale and Co, Booth st, Manch
Gardner, Wm Browning, Craig's ct, Charing cross, Solicitor. July 31 at 3, at offices of Parkes, Beaufort bldgs, Strand
Gough, Edwin, Dawley, Salop, Miner. Aug 3 at 11.30, at offices of Leake, Shifnal
Grace, Hy, Southampton, Accountant. Aug 1 at 11, at his office, Avenue rd, Southampton
Granville, Eliz, and Theodore Linde, Devonport, Silversmiths. Aug 7 at 12, at offices of Edmonds and Son, Parade, Plymouth
Haines, Thos, Erdington, Warwick, Brick Manufacturer. Aug 7 at 11, at offices of Jackson, Lombard st, West Bromwich
Hill, Richd, Bolton, Lancashire, Dentist. Aug 7 at 3, at offices of Murray, King st, Manch
Holdsworth, Wm, Burnley, Lancashire, Oil Merchant. Aug 6 at 3, at offices of Sampson, St James' chambers, South King st, Manch
Jerram, Joseph, Litchurch, Derby, Baker. Aug 8 at 1, at offices of Leech, Full st, Derby
Kaye, Hannah, Halifax, York, out of business. July 31 at 3, at offices of Storey, Cheapside, Halifax
Kelley, Wm, Blistoff, Stafford. Aug 3 at 11, at offices of Cresswell, Bilston st, Wolverhampton
Lawton, Thos, Birm, Wire Tinner. Aug 5 at 3, at offices of Maher, Birm
Light, John Hy, Bristol, Chemist. Aug 5 at 12, at offices of Hancock and Co, Guildhall, Bristol. Bowles, Bristol
Lilley, John, Gt Dunmow, Essex, Farmer. Aug 3 at 10, at offices of Wade and Knocker, Gt Dunmow
Lockley, Thos, Welchpool, Montgomery, Bricklayer. Aug 3 at 11, at offices of Jones, Severn st, Welchpool
Maddison, Wm Hall, Dipton, Durham, Butcher. Aug 6 at 3, at offices of Clavering, Bigg market, Newcastle-upon-Tyne
Maddox, Richd, Birm, Baker. Aug 2 at 10, at offices of Goode, Temple st, Birm
Maxwell, Joseph, Bury, Lancashire, Cotton Spinner. Aug 9 at 3, at offices of Hall and Ratter, Acresfield, Bolton
Mennell, Thos, and Wm Mennell, Wakefield, York, Tailors. Aug 5 at 2, at the Foresters' Room, Crown ct, Wakefield. Wainwright and Co, Wakefield
Nicholas, Isaac, Pembroke Dock, Pembroke, Innkeeper. Aug 1 at 1, at the Auction Room, Queen st East, Pembroke Dock. Adams, Pembroke
Nicholson, Thos, Lpool, Draper. Aug 6 at 12, at office of Fowler and Carruthers, Clayton sq, Lpool
Nicolaidi, John Andreas, Kingston-upon-Hull, Shipbroker. Aug 1 at 12, at offices of Rollit and Sons, Trinity House lane, Kingston-upon-Hull
Page, Saml, Gloucester, Tallow Chandler. Aug 2 at 11.30, at the Bell Hotel, Gloucester. Taynton and Son, Gloucester
Parker, Chas Washington, Sheffield, Plumber. Aug 5 at 4, at office of Binney and Sons, Queen st chambers, Queen st, Sheffield
Parr, John, Gloucester, Tailor. Aug 13 at 2, at office of Jones, Eldon chambers, Gloucester
Partenheimer, Fredk, Formosa st, Flour Factor. Aug 7 at 2, at offices of Cooper, Portman st, Portman sq
Plowman, Chas, Padding lane, Fish Salesman. Aug 8 at 2, at offices of Dubois, Gresham bldgs, Basinghall st. Dubois, King st, Cheapside
Pritchard, Thos, Lpool, Boarding-house Keeper. Aug 12 at 2, at office of Woodburn and Hemberton, Law Association bldgs, Harrington st, Lpool
Robertson, John Wylie, Lpool, Licensed Victualler. Aug 6 at 2, at office of Vine, Cable st, Lpool. Bitson, Lpool
Serff, Fredk Wm, Star rd, Fulham fields, Carman. Aug 2 at 1, at office of Biddles, Southampton bldgs, Chancery lane
Skinner, Hy John Hunt, and Wm John Skinner, Sun ct, Cornhill, Insurance Brokers. Aug 12 at 2, at the London Tavern, Bishopsgate st. Harcourt and Macarthur, Moorgate st
Smith, Thos, Macclesfield, Cheshire, Drysalter. July 29 (not 28 as in Gazette of July 20) at 3, at offices of Higginbotham and Barclay, Exchange st, Macclesfield
Tadley, Jas, Gt Yarmouth, Norfolk, Smack Owner. July 31 at 12, at office of Wiltshire, Regent st, Yarmouth
Threlfall, Jas, Bolton, Lancashire, Rag Dealer. Aug 3 at 10, at offices of Dawson, Exchange st, East Devon
Viles, Chas, Birm, Grocer. July 31 at 3, at office of Duke, Christ Church passage, Birm
Ward, Wm, High st, Dulwich, Grocer. Aug 7 at 3, at office of McDiarmid, Old Jewry chambers
Wardle, Alfd, and Martha Hannam, Euston rd, Tobacconists. Aug 5 at 2, at office of Graham, Ely pl, Holborn
Whitaker, Chas Edwd, Rochdale, Lancaster, Cotton Manufacturer. Aug 5 at 11, at office of Standring, The Butts, Rochdale
White, Jas Benj, Lowestoft, Suffolk, Draper. Aug 6 at 11, at office of Cooks, Bank plain, Norwich
Williams, Saml, Westbromwich, Stafford, Breeze Dealer. Aug 5 at 11, at offices of Jackson, Lombard st, Westbromwich
Willis, John, Ouseburn, Newcastle-upon-Tyne, Miller. Aug 12 at 2, at offices of Eisdon, Royal arcade, Newcastle-upon-Tyne
Woodward, John, Lpool, Cartowner. Aug 7 at 3, at offices of Forshaw & Hawkins, Sweeting st, Lpool
Woolston, Robt, Highgate rd, Plumber. Aug 1 at 12, at office of Biddles, Southampton bldgs, Chancery lane